

BOARD OF SUPERVISORS

Brown County



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PLAN, DEV. & TRANS. COMMITTEE

Bernie Erickson, Chair
Dave Kaster, Vice Chair
Dave Landwehr, Norbert Dantine, Tom Sieber

PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE

Monday, July 22, 2013

Approx. 6:45 p.m. (To follow Land Con Mtg)

Room 161, UW Extension
1150 Bellevue Street

****PLEASE NOTE MEETING START TIME****

NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION ON
ANY ITEM LISTED ON THE AGENDA

- I. Call Meeting to Order.
- II. Approve/Modify Agenda.
- III. Approve/Modify Minutes of June 24, 2013.

1. Review minutes of:
 - a. Solid Waste Board (April 15, 2013).

Comments from the Public

Communications

2. Communication from Supervisor Dantine re: To have Brown County Highway review their Administration Charges to Local Municipalities and report to Planning, Development and Transportation Committee for review. *Motion at June Meeting: To refer back to the Highway Department with a request to review administration charges to local municipalities, along with the possibility and legality of using bridge funds and report back.*

Register of Deeds

3. Budget Status Financial Report for January-May, 2013.

Port & Solid Waste

4. Port & Solid Waste 2014 Five-year Capital Improvement Plan (CIP).
5. Port June Financial Report.
6. Solid Waste June Financial Report.
7. Public Relations Communication Plan RFP – Request for Approval.
8. Director's Report.

UW Extension

9. Budget Status Financial Report for May, 2013.
10. Director's Report.

Public Works

11. Public Works 2014 Five-year Capital Improvement Plan (CIP).
12. Recommendation and Approval of Bid for Roof Replacement Projects at ADRC & Museum – Project #1700.
13. Recommendation and Approval of Bid for Replacement of Boilers at ADRC, Museum, Jail and UW Extension – Project #1701.
14. Summary of Operations.
15. Director's Report.

Airport

16. Airport 2014 Five-year Capital Improvement Plan (CIP).
17. Budget Status Financial Report for June, 2013.
18. Director's Report.

Planning and Land Services**Planning Commission**

19. Planning and Land Services 2014 Five-year Capital Improvement Plan (CIP).
20. Update regarding development of the Brown County Farm property – standing item.
21. Budget Status Financial Report for May, 2013.

Property Listing

22. Budget Status Financial Reports for May, 2013.

Zoning

23. Budget Status Financial Reports for May, 2013.

Land Information – No Items.**Other**

24. Audit of bills.
25. Such other matters as authorized by law.

Bernie Erickson, Chair

Attachments

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

PROCEEDINGS OF THE BROWN COUNTY
PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Planning, Development & Transportation Committee** was held on Monday, June 24, 2013 in Room 161, UW Extension, 1150 Bellevue Street, Green Bay, WI

Present: Chair Bernie Erickson, Supervisors Norb Dantine, Dave Kaster, Dave Landwehr, Tom Sieber

Also Present: Executive Streckenbach, Tom Smith, Paul Van Noie, Doug Marsh, Paul Fontecchio, Jeff Oudeans, Brandy Younger, Robert Bousley, Chuck Lamine, Dean Haen, Other Interested Parties.

I. Call Meeting to Order

The meeting was called to order by Chairman Bernie Erickson at 6:22 p.m.

II. Approve/Modify Agenda.

Motion made by Supervisor Kaster, seconded by Supervisor Dantine to approve.

Vote taken. MOTION CARRIED UNANIMOUSLY.

III. Approve/Modify Minutes of.

Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to approve.

Vote taken. MOTION CARRIED UNANIMOUSLY.

1. Review minutes of:

a. Board of Adjustment (June 3, 2013).

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to receive and place on file.

Vote taken. MOTION CARRIED UNANIMOUSLY.

b. Harbor Commission (March 11 & May 13, 2013).

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to receive and place on file.

Vote taken. MOTION CARRIED UNANIMOUSLY.

c. Planning Commission Board of Directors (May 1, 2013).

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to receive and place on file.

Vote taken. MOTION CARRIED UNANIMOUSLY.

d. Transportation Coordinating Committee (December 10, 2012).

Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to receive and place on file.

Vote taken. MOTION CARRIED UNANIMOUSLY.

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Comments from the Public None.

Communications

2. **Communication from Supervisor Dantine re: To have Brown County Highway review their Administration Changes to Local Municipalities and report to Planning, Development and Transportation Committee for review. *Referred from June County Board.***

Supervisor Dantine indicated that he received several complaints regarding service and charges from the Highway Department after the last town meeting. Robert Bousley, Operations Manager, explained that snowplow operations were handled as usual. However, Van Noie pointed out that duties were prioritized in order to not turn work away, although at times there were not enough men available. Supervisor Erickson suggested that the department consider part-time positions in heavy snow weather, and also requested that the bridge fund be reviewed as to the possibility and legality of its use. He stressed that any potential increases be brought forward before budget time.

Supervisor Kaster also addressed the potential use of state bridge funds suggesting that a plan be developed so that funds are available when needed.

Supervisor Landwehr recommended that towns be given adequate notice and that there be an open dialog. In regard to a 5% charge, a request was made to look at the different scenarios and report back to this committee with further information. He did note that the department appears to be looking at the long term and accounting for their time.

Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to refer back to the Highway Department with a request to review administration charges to local municipalities, along with the possibility and legality of using bridge funds and report back. Vote taken.

MOTION CARRIED UNANIMOUSLY

Register of Deeds

3. **Budget Status Financial Report for January-April, 2013.**

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

Planning and Land Services

Planning Commission

4. **Update regarding development of the Brown County Farm property – standing item.**

Chuck Lamine distributed a copy of the media release from the Wisconsin Housing & Economic Development Authority (WHEDA) announcing a special round of low-income housing tax credits to fund projects that address the housing needs of Wisconsin veterans. Brown County Planning & Land Services staff is working with Cardinal Capital Management Inc. to prepare an application for these tax credits. Application deadline is July 30, 2013 with an award by WHEDA in September 2013.

Lamine indicated that in addition to designating \$850,000 in tax credits for an impactful affordable housing project under the High Impact Project Reserve (HIPR) program, WHEDA has set aside \$600,000

III

for a Veterans High Impact Project (HIP) Credit to fund a project that specifically addresses housing, employment, and/or counseling needs of veterans.

**Motion made by Supervisor Erickson, seconded by Supervisor Dantine to receive and place on file.
Vote taken. MOTION CARRIED UNANIMOUSLY**

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to suspend the rules to take 5, 6, & 7 together. Vote taken. MOTION CARRIED UNANIMOUSLY.

5. Budget Status Financial Reports for March and April, 2013.

Property Listing

6. Budget Status Financial Reports for March and April, 2013.

Zoning

7. Budget Status Financial Reports for March and April, 2013.

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to receive and place on file 5, 6 & 7. Vote taken. MOTION CARRIED UNANIMOUSLY.

Airport

8. Budget Status Financial Report for May, 2013.

Tom Miller explained that the budget is in line year to date. In response to a question by Supervisor Erickson related to tax contributions from stormwater, Mr. Miller explained these are taxes that were charged to various departments for land which was assessed a tax which went to the various municipalities.

**Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to receive and place on file.
Vote taken. MOTION CARRIED UNANIMOUSLY.**

9. Director's Report.

Director Miller highlighted the following activities during the last reporting period:

- The marketing plan for flights to Dallas has been implemented and is working well.
- MetJet flights to Orlando & Fort Myers have been heavier on the outbound rather than the inbound. Beginning on December 7th, flights to Fort Myers will continue on to Cancun, Mexico. Customs clearance will occur in Fort Myers on the return flight.
- Passenger traffic has shown an increase for the 3rd consecutive month (article attached), attributed to less capacity in Milwaukee. Although the fare is lower in Milwaukee, the number of available seats has declined by about 30%.
- Update on Flight Service Station
- Overtime reports for March and April were distributed.
- The Assistant Airport Director, John Reed, has been given a job rating status as an Accredited Airport Executive.
- Land development around the airport continues with appraisals, environmental work, and meetings with the FAA . The Air Service Development Group continues to meet on a regular basis.

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file.
Vote taken. MOTION CARRIED UNANIMOUSLY.**

Port & Solid Waste

10. Resolution re: Regarding Reorganization of the Port and Solid Waste Department.

Port & Solid Waste Director, Dean Haen, along with Tom Smith from Brown County Human Resources were present to explain this resolution regarding reorganization of the departments. Haen indicated that he, in conjunction with HR have conducted a thorough evaluation of the structure and needs of the department and the duties of several positions. It was felt that the current structure was inflexible and did not offer a mentality of teamwork. It has been suggested that the department be renamed to "Port and Resource Recovery", and that the Director's title be changed to "Director of Port & Resource Recovery" to better reflect the department's current activities, updated technology, current focus and strategic intent. Several positions have been deleted with others added.

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to approve. Vote taken.
MOTION CARRIED UNANIMOUSLY.**

11. Port 2013 Operating Plan – Request for Approval.

Dean Haen highlighted the Port 2013 Operating Plan including initiatives, objectives, sustainable economics, and expansion of markets and revenues. (See Plan for details)

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to approve the Port 2013 Operating Plan. Vote taken. MOTION CARRIED UNANIMOUSLY.

12. Solid Waste 2013 Operating Plan – Request for Approval.

As above, Mr. Haen highlighted the Solid Waste 2013 Operating Plan including initiatives, objectives, sustainable economics, and expansion of markets and revenues. (See Plan for details)

Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to approve the Solid Waster 2013 Operating Plan. Vote taken. MOTION CARRIED UNANIMOUSLY.

13. BOW Recycling Facility 2nd Shift Letter of Support – Request for Approval.

Mr. Haen referred to a letter sent to Phil Stecker at Outagamie County regarding Tri-County Recycling Expansion, indicating that the Brown County Solid Waste Board and staff support the Tri-County Recycling expansion. The Brown-Outagamie-Winnebago (BOW) partnership, he explained, has an opportunity to expand recycling operations to a second shift in mid-2013. Brown County is actively negotiating a contract with a private hauler to secure tonnage long term. Haen indicated that the proposed BOW expansion will financially strengthen the Material Recovery Facility (MRF) managed by Outagamie County. Financial benefits from this expansion will flow through to the 65 northeast Wisconsin communities served by the regional MRF with a rebate forecasted to municipal customers. It will also realize increased competitiveness, stable long-term operations, expansion of the different types of material recycled (mixed plastics and aseptic cartons), will reduce processing costs per ton, and create 29 more jobs at the BOW recycling center.



Motion made by Supervisor Sieber, seconded by Supervisor Dantine to approve.

Vote taken. MOTION CARRIED UNANIMOUSLY.

14. Director's Report.

Mr. Haen highlighted activities from his written Port & Solid Waste Department report, including the following:

- **Renard Island Closure** - Work is underway with the WDNR and Corps to develop a contract for completing all activities this upcoming winter. Effort will involve a closure date extension request in addition to a request to change other DNR approval conditions that are considered unnecessary. A meeting is set with the WDNR to discuss permit requirements for County ownership of the causeway. The ultimate end use of the island will need to be discussed. A consultant has been retained to evaluate the possibility of receiving Natural Resource Damage (NRD) funds from the Fox River Cleanup responsible parties.
- **Cat Island Chain Restoration Project** – This project is 20% below cost and all funding partners have agreed to install the off-loading facility on the east end of the island. Brown County has purchased the materials which the Corps is installing.
- **2nd Shift at the BOW Single Stream Recycling Facility** – A contract with Advanced Disposal Systems is being negotiated. Capital investment for a 2nd baler and optical sorter is being created. The Outagamie County Table of Organization for additional staffing is also in the process of being approved.
- The 2nd Annual Solid Waste Stakeholder's Meeting was held on June 20, 2013 with 42 people attending.
- **Green Bay Lease of MRF Building Space** – The lease has been terminated by Brown County for lack of payment. Locks were changed on the building and Brown County is working with Corporation Counsel with regards to equipment left in the building that has been determined to be owned by a third party.

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to receive and place on file.

Vote taken. MOTION CARRIED UNANIMOUSLY.

Public Works

15. Recommendation and approval of bid for MHC Demolition Contractor – Project #1702.

Director of Public Works, Paul Van Noie, reported that six contractor bids were received from the following for the demolition of the former Brown County Mental Health Center: L&M Trucking (\$160,040); Badgerland Demolition & Earthwork (\$174,958); CW Purpero (\$192,000); Dore & Associates Contracting (\$383,300); American Demolition Corp (\$31,200); and Veit & Company (\$1,139,600). The recommendation of the Public Works Department and the consensus of the committee was to award the bid to L&M Trucking in the amount of \$160,040.

Motion made by Supervisor Sieber, seconded by Supervisor Kaster to approve the low bid of L&M Trucking in the amount of \$160,640. Vote taken. MOTION CARRIED UNANIMOUSLY.

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16. Summary of Operations.

Director Van Noie highlighted activities from his written report stating that the Public Works (Highway Department) is performing better than anticipated with positive variances in most areas. The Facilities Department as of 5-31-13 is showing a year to date positive variance with total revenues on target and total expenses down by 5%.

Supervisor Landwehr asked about staffing with increased summer activities and VanNoie indicated it is under control. Maintenance of roundabouts was also addressed.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

17. Budget Adjustment #13-53: Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund)

Van Noie explained that the jail has two hot water heaters, one that serves the laundry and kitchen, with the other providing hot water for inmate showers and restrooms. The larger of the two units has failed. The smaller unit is presently providing hot water for the entire facility, however, there is no redundancy/backup system in place if this unit fails. Additionally, the water heater currently in operation is not reliable. Total cost for the project is \$75,614 including hot water boilers, storage tanks, roof work, and electrical work.

Motion made by Supervisor Kaster, seconded by Supervisor Dantine to approve the budget adjustment in the amount of \$75,614. Vote taken. MOTION CARRIED UNANIMOUSLY.

18. Director's Report.

Director Van Noie reported on road projects during the last reporting period indicating that work was completed on time and within budget.

Van Noie responded to questions by Supervisor Landwehr in regard to bridge work and how it is reported.

Motion made by Supervisor Kaster, seconded by Supervisor Sieber to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

Other

19. Audit of bills

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to pay the bills. Vote taken. MOTION CARRIED UNANIMOUSLY.

20. Such other matters as authorized by law - None

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to adjourn @ 8:20 pm. Vote taken. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,

Alicia A. Loehlein
Recording Secretary

Rae G. Knippel
Transcription

A handwritten signature or set of initials, possibly 'M', located in the bottom right corner of the page.

PORT AND SOLID WASTE DEPARTMENT

Brown County

2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950 FAX: (920) 492-4957

DEAN R. HAEN

DIRECTOR

PROCEEDINGS OF THE BROWN COUNTY SOLID WASTE BOARD

A regular meeting was held on **April 15, 2013** at the Outagamie County Materials Recycling Facility, 1419 Holland Road, Appleton, WI.

1. Call to Order

The meeting was called to order by Solid Waste Board Chair John Katers at 9:06 am.

2. Roll Call

Present: John Katers, Chair
Lisa Bauer-Lotto
John Kennedy
Mike Van Lanen
Norb Dantine, Treasurer
Dave Landwehr
Ray Kopish

Also Present: Dean Haen, Brown County P&SW
Chad Doverspike, Brown County P&SW
Mark Walter, Brown County P&SW

Excused: Mark Vanden Busch, Vice-Chair
Bud Harris

3. Four committee members and staff carpooled to the Outagamie County MRF

4. Approval/Modification – Meeting Agenda

A motion to approve the agenda was made by Mike Van Lanen and seconded by Ray Kopish. Unanimously approved.

5. Approval/Modification – Meeting Minutes of March 18, 2013

A motion to approve the minutes as modified was made by Ray Kopish and seconded by Norb Dantine. Unanimously approved.

6. East Landfill Shingle Land Lease Addendum – Request for Approval

The department started recycling asphalt shingles at the Brown County Transfer Station in July 2012. The current rates are \$20/ton for clean shingles and \$30/ton for dirty shingles. The contractor, Forward Vision Environmental, approached staff and asked about using the closed East Landfill area as a second collection area. The addendum is to lease 8,000 square feet at the East Landfill. The addendum has gone through and been approved by

1a

Risk Management, Purchasing, and Corporation Counsel. As recommended by the Board, staff will require Forward Vision Environmental use the Transfer Station rate structure at the East Landfill to ensure unintended consequences of competition between the two sites are minimized. Staff will also share the Brown County Transfer Station delinquent account list with Forward Vision Environmental to ensure customers do not bypass the transfer station and use the east landfill shingle location.

A motion to approve the East Landfill Shingle Land Lease Addendum was made by John Katers and seconded by John Kennedy. Unanimously approved.

7. BOW Recycling Facility 2nd Shift – Update

Advanced Disposal Services (ADS) has verbally agreed to a rate and a tonnage amount. Brown County staff will be drafting and negotiating the contract on behalf of BOW. This contract will enable implementation of the 2nd shift (equipment and manpower) that will reduce the processing costs for all users and result in a higher recycling rebate paid back to its users.

8. Stewardship Grant – Update

Last month, Solid Waste Board and Planning and Development approved the resolution to purchase Hoffmann's property at the South Landfill for \$170,000. Corporation Counsel put together an Offer to Purchase for Mr. Hoffman to sign. Mr. Hoffmann was unwilling to sign the Offer to Purchase. As a result the item was pulled off the Executive Committee and County Board meetings and received and placed on file. Staff has sent a certified letter to Mr. Hoffmann.

9. Director's Report

Staff is working with a large solid waste customer in an effort to secure their waste stream. Locks have been changed in the MRF building area previously leased to Green Box. The leased area includes equipment and material belonging to Green Box. The next step is to determine how to proceed with regards to the equipment and material. Household Hazardous Waste recently dealt with four pounds of radioactive thorium nitrate waste which will cost up to \$4,000 for disposal. The material was traced back to the owner, who assumed financial responsibility.

10. Such other Matters as Authorized by Law

No other matters.

11. Joint BOW Strategic Planning Meeting with Outagamie and Winnebago County

Golder Associates presented the initial draft of the BOW strategic plan to the Solid Waste Board Members of Brown, Outagamie, and Winnebago County along with staff.

12. Tour of BOW landfill and Materials Recycling Facility

A tour of the Outagamie landfill was provided.

13. Adjourn

A motion to adjourn the meeting was made by Norb Dantine and seconded by Mike Van Lanen. Unanimously approved.

Meeting adjourned at 11:24 am.

John Katers, Chair
Solid Waste Board

Dean Haen, Director
Port & Solid Waste Department

Brown County

Register of Deeds

Budget Status Report

6/30/2013

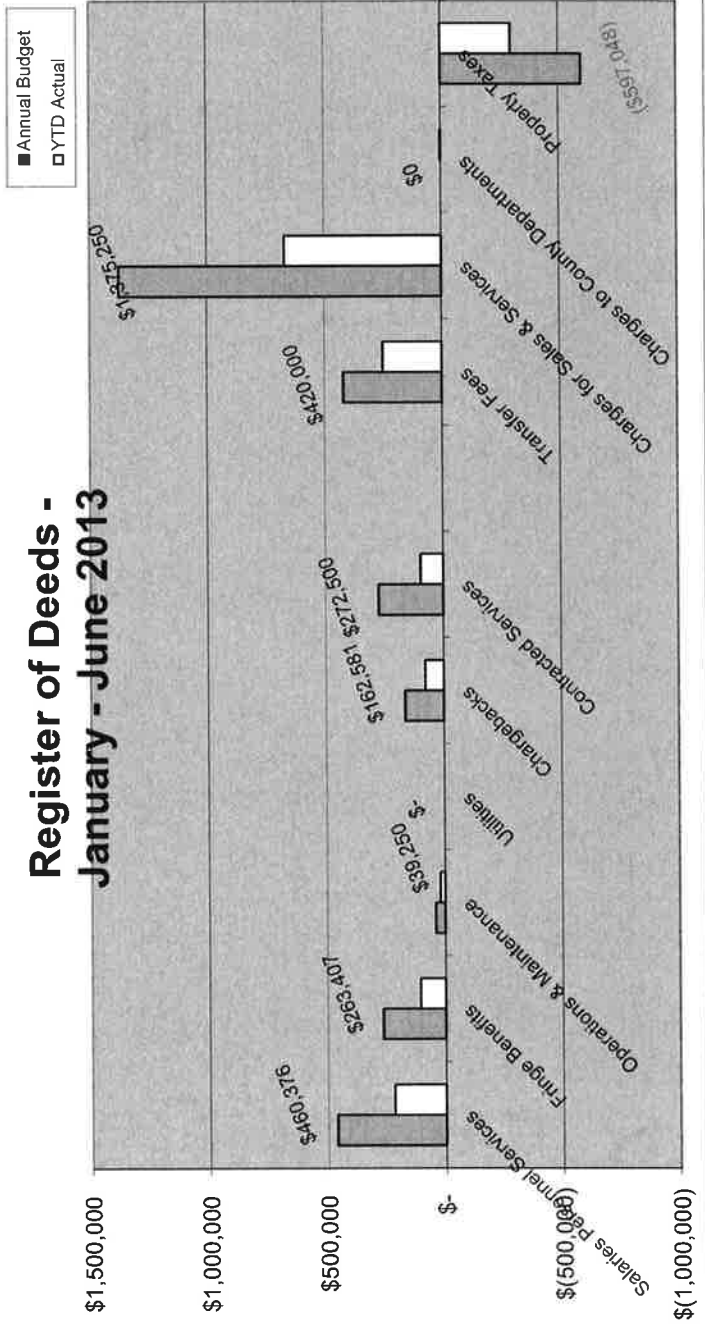
| | Annual Budget | YTD Actual |
|-------------------------------|------------------|---------------|
| Salaries Personnel Services | \$ 460,376 | \$ 215,747 |
| Fringe Benefits | \$ 263,407 | \$ 104,705 |
| Operations & Maintenance | \$ 39,250 | \$ 18,923 |
| Utilities | \$ - | \$ - |
| Chargebacks | \$ 162,581 | \$ 78,385 |
| Contracted Services | \$ 272,500 | \$ 95,147 |
| Transfer Fees | \$ 420,000 | \$ 249,202 |
| Charges for Sales & Services | \$ 1,375,250 | \$ 669,394 |
| Charges to County Departments | \$ 0 | \$ 1,968 |
| Property Taxes | (\$597,048) | (\$298,524) |

HIGHLIGHTS:

Cost categories are within budget.

Revenue received in excess of expenses is returned to the General Fund. The revenue is dependent on the housing market, which has seen a steady increase since 3rd quarter 2012. Transfer fees currently higher than projected. YTD fees higher than prior year YTD.

**Register of Deeds -
January - June 2013**



DEPARTMENT OF ADMINISTRATION

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

BRENT MILLER

PHONE (920) 448-4037 FAX (920) 448-4036 WEB: www.co.brown.wi.us

DIRECTOR

July 16, 2013

TO: Planning, Development and Transportation Committee

FROM: Brent Miller
Director of Administration

SUBJECT: Capital Improvement Plan

Enclosed is your division's section of the 2014 Five-year Capital Improvement Plan for review, recommendation and/or referral back to the Executive Committee before they take action on the complete plan.

This information is for planning purposes only. It does not obligate the County to spend money, but rather provides a snapshot of future projects recommended by the County Executive as well as staff to the Board. The plan will be reviewed on an annual basis, and changes can be made.

Department heads will be asked to attend your meeting to speak to their specific projects. If you have any questions or if I can be of assistance, please contact me at 448-4035.

Enclosure

cc: Troy Streckenbach – County Executive
Tom Miller – Airport Director
Chuck Lamine – PALS Director
Paul VanNoie – Public Works Director
Dean Haen – Port & Solid Waste Director

2014 Capital Project 5-Year Outlook Summary
Planning, Development & Transportation
as of June 26, 2013

Key for Funding Source:

D= Debt Service G=Grants and Aides

O = Operating Revenues

M = Municipal Funds

P = Property Tax

GF = General Fund Fund Balance

2014 CAPITAL IMPROVEMENTS PROGRAM - NON BONDING REQUESTS

| DIVISION/ DEPARTMENT | FUNDING SOURCE | DEPT PRIORITY | PROJECT DESCRIPTION | 2014 | 2015 | 2016 | 2017 | 2018 | TOTAL |
|---|-------------------|------------------|--|------------------|------------------|------------------|------------------|------------------|-------------------|
| PLANNING, DEV & TRANS: | | | | | | | | | |
| Airport | O/G | 1 | Federal Inspection Station | 5,372,281 | 1,790,745 | | | | 7,163,026 |
| | O | 2 | Revenue Control Parking Lot System Equipment | 31,800 | 520,900 | | | | 552,700 |
| | O/G | 3 | Design/Construct Taxiway West of 18/36 and Environmental | | 200,000 | 1,400,000 | | | 1,600,000 |
| | O/G | 4 | Design Taxiways A, D-3 & D East of Jet Air | | | 250,000 | | | 250,000 |
| | O/G | 5 | Design and Construct Taxiway J | | | 180,000 | 1,512,347 | | 1,692,347 |
| | O/G | 6 | Design and Construct West Side Perimeter Road | | | 220,000 | 3,099,978 | | 3,319,978 |
| | O/G | 7 | Design Baggage Claim Area of the Terminal | | | 400,000 | | | 400,000 |
| | O/G | 8 | Design and Construct Public Parking Rehab | | | 150,000 | | | 150,000 |
| | O/G | 9 | Construct Taxiways A & D East of Jet Air | | | | 3,000,000 | 600,000 | 3,600,000 |
| | O/G | 10 | Design and Construct Taxiways D & B West of Jet Air/Design and Construct East Air Carrier Ramp Expansion | | | | 300,000 | 2,887,347 | 3,187,347 |
| Planning and Land Services | TIF | 1 | Brown County Research & Technology Park | 2,690,786 | 1,345,393 | 1,345,393 | | | 5,381,572 |
| Port and Solid Waste | O | 1 | Recycling Transfer Station Expansion | 300,000 | | | | | 300,000 |
| Public Works | GF | | Vehicle Storage Addition at Sheriff's Department | 250,000 | | | | | 250,000 |
| | GF | | Courthouse Copper Dome Replacement | | 1,680,919 | | | | 1,680,919 |
| | P | 2014-11 | CTH T (CTH R to Coopersdown Rd) - Recondition | 160,000 | | | | | 160,000 |
| | P | 2014-12 | CTH JJ (CTH QQ to Micolichuk Lane) - Recondition | 325,000 | | | | | 325,000 |
| | P | 2014-14 | CTH EB (Round-about at Cardinal Lane & Dousman Street) | 20,600 | 20,600 | 20,600 | 20,600 | 20,600 | 103,000 |
| | P | 2014-15 | CTH VK (CTH EB to Wood Lane) - Recondition | 90,000 | | | | | 90,000 |
| | P | 2015-4 | CTH JJ (STH 141 to Hazen Rd) - 2" Mill & Overlay | 8,000 | 150,000 | | | | 158,000 |
| | P | 2015-6 | CTH N (CTH P to East County Line) - Recondition | 24,000 | 340,000 | | | | 364,000 |
| | P | 2015-11 | CTH F (Lawrence to Mathew) - Concrete Pavement Repair | | 250,000 | | | | 250,000 |
| | P | 2015-13 | CTH Z (Town of Morrison) - Box Culvert Replacement | | 200,000 | 250,000 | | | 450,000 |
| | P | 2016-10 | CTH EB (Larsen Rd Intersection) - Recondition | | | 400,000 | | | 400,000 |
| | P | 2016-12 | CTH EB (STH 54 to Larsen) - CPR-Concrete Pymnt Repair | | | | 610,000 | | 610,000 |
| | P | 2017-4 | CTH J/Lakewood D (Lineville Rd to Harbor Lights Rd) - Recondition | | | | 300,000 | | 300,000 |
| | P | 2017-6 | CTH HS/Velp (Riverview to Glendale) - CPR Concrete Pavement Repair | | | | 500,000 | | 500,000 |
| Preliminary Costs Future Highway Projects | | | | | 497,400 | 507,400 | 500,000 | 500,000 | 2,004,800 |
| Planning, Development, & Transportation Total - Non-Bonding Requests | | | | 9,272,467 | 6,995,957 | 5,123,393 | 9,342,925 | 4,007,947 | 34,742,689 |

* If the Brown County Jail were to reach full capacity, the cost of a new pod would be roughly \$20 million.

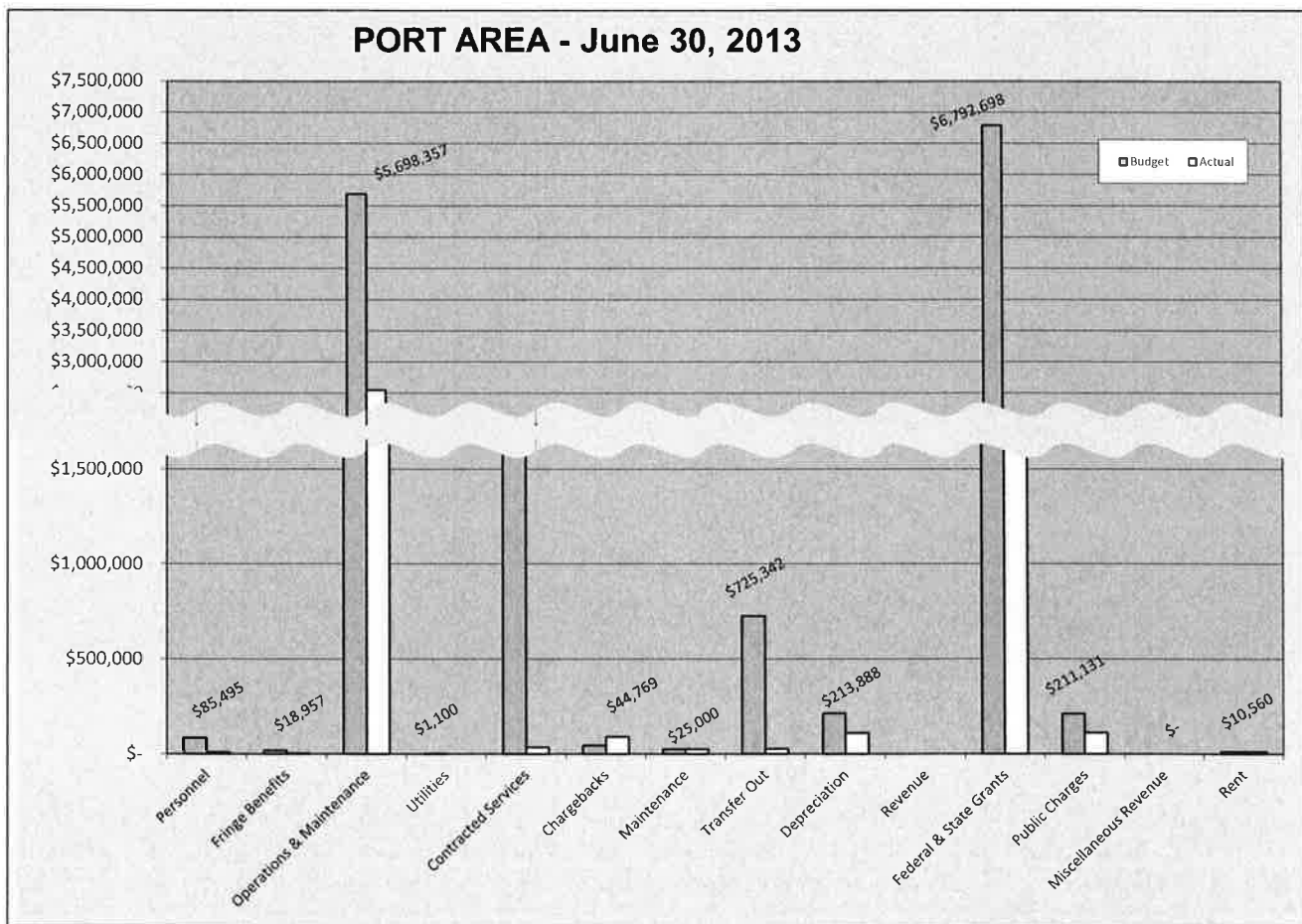
Brown County Port and Solid Waste Department Port Area Budget Status Report June 30, 2013

| Account Descriptions | Annual Budget | YTD Actual | % of Budget |
|--------------------------|---------------|--------------|-------------|
| Expense | | | |
| Personnel | \$ 85,495 | \$ 9,663 | 11% |
| Fringe Benefits | \$ 18,957 | \$ 2,183 | 12% |
| Operations & Maintenance | \$ 5,698,357 | \$ 2,553,279 | 45% |
| Utilities | \$ 1,100 | \$ - | 0% |
| Contracted Services | \$ 1,981,000 | \$ 34,324 | 2% |
| Chargebacks | \$ 44,769 | \$ 89,344 | 200% |
| Maintenance | \$ 25,000 | \$ 25,000 | 100% |
| Transfer Out | \$ 725,342 | \$ 25,545 | 4% |
| Depreciation | \$ 213,888 | \$ 109,719 | 51% |
| Revenue | | | |
| Federal & State Grants | \$ 6,792,698 | \$ 2,088,154 | 31% |
| Public Charges | \$ 211,131 | \$ 111,133 | 53% |
| Miscellaneous Revenue | \$ - | \$ - | |
| Rent | \$ 10,560 | \$ 10,768 | 102% |
| Interest | \$ 20,737 | \$ 7,132 | 34% |
| Transfer In | \$ 702,051 | \$ 25,000 | 4% |

HIGHLIGHTS:

Expenses: Personnel and Fringe Benefit expenses are lower due to Port Manager vacancy. Stone for the Cat Island project is categorized as a supply under O&M. Transfer out is for movement of Cat Island funding that will be necessary later this year. Accounting for Hwy. work is under Chargebacks previously under Contracted Services

Revenues: On target. Cat Island project revenue is under Federal & State Grants



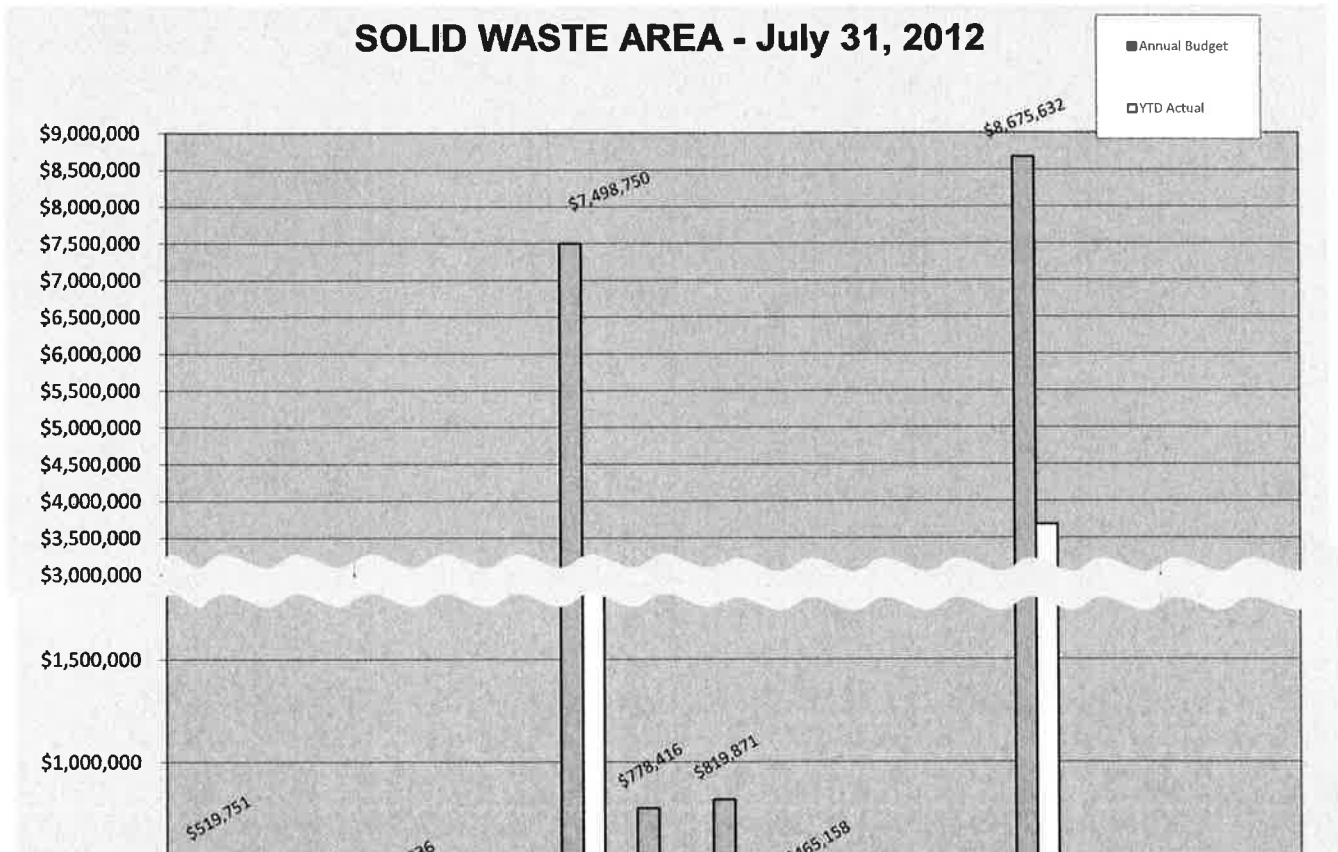
Brown County Port and Solid Waste Department
Solid Waste Area Budget Status Report
6/30/2013

| Account Descriptions | Annual Budget | YTD Actual | % of Budget |
|--------------------------|---------------|--------------|-------------|
| Expenses | | | |
| Personnel | \$ 519,751 | \$ 219,313 | 42% |
| Fringe Benefits | \$ 211,424 | \$ 100,367 | 47% |
| Operations & Maintenance | \$ 332,836 | \$ 139,555 | 42% |
| Utilities | \$ 104,665 | \$ 48,883 | 47% |
| Chargebacks | \$ 219,183 | \$ 100,263 | 46% |
| Contracted Services | \$ 7,498,750 | \$ 2,987,543 | 40% |
| Other Expenses | \$ 778,416 | \$ 408,810 | 53% |
| Transfer Out | \$ 819,871 | \$ 332,969 | 41% |
| Depreciation | \$ 465,158 | \$ 235,014 | 51% |
| Revenue | | | |
| State Grants | \$ 39,500 | \$ - | 0% |
| Sales and Services | \$ 8,675,632 | \$ 3,681,225 | 42% |
| Rent | \$ 230,572 | \$ 178,168 | 77% |
| Miscellaneous Revenue | \$ 30,675 | \$ 23,259 | 76% |
| Interest | \$ 169,884 | \$ 73,900 | 44% |
| Intra-gov. Charges | \$ 641,367 | \$ 229,353 | 36% |

HIGHLIGHTS:

Expenses: On target. Landfill tonnage is down 10%.

Revenues: All other revenue on target with landfill tonnage down 10%.



Request for Proposals (RFP)

For

Strategic Communication Plan for Port & Solid Waste

Project 1717



Posting Date: July 23, 2013

Response Deadline

August 19, 2013

4:00 p.m. Local CST

To:

Brown County Purchasing Department

PROJECT 1717

1. BACKGROUND

The Brown County Port and Solid Waste Department, an Enterprise Fund of Brown County, is requesting proposals for a Strategic Public Communications Plan for both its Port of Green Bay and its Solid Waste operations.

The Solid waste area of the Department offers services to municipal, commercial, industrial and residential interests. The Department has been in business for more than 40 years providing cost-effective, efficient and environmentally responsible disposal for Brown County residential and commercial waste and recycling. The department's solid waste operations include a Solid Waste Transfer Station, a Single Stream Recycling Transfer Station, a regional Household Hazardous Waste Collection Facility, the East Landfill Gas-to-Energy Facility, maintenance of two closed landfills, and coordination of household sharps and pharmaceutical collection and disposal programs. The Solid Waste Department also provides programs for disposal of tires, Freon-containing appliances and electronics. These programs have been successful due to commitments to the solid waste management system through solid waste and recycling agreements with local communities and businesses.

The department is part of a three county regional waste agreement with Brown, Outagamie and Winnebago Counties known as the "BOW". The three counties coordinate their waste disposal using each county-run landfill in sequence thereby sharing administration and operational costs. In Brown County, the department operates a Solid Waste Transfer Station that collects, compacts and transports waste produced by county residential, commercial and industrial users. The waste is trucked to landfills operated by one of the Tri-County Solid Waste partners.

BOW operates a regional single stream Materials Recovery Facility (MRF) in Appleton that is one of the largest municipal MRFs in the country. The "MRF" processes and markets comingled residential and commercial recyclable containers and paper from the partner counties and other northeastern Wisconsin counties.

The Solid Waste Department also operates the Brown County Household Hazardous Waste Facility. The regional facility collects, prepares and contracts out for proper disposal of hazardous, universal and special wastes from both public and private entities.

The Port of Green Bay is operated by the Brown County Port & Solid Waste Department. The Port's mission is to promote harbor improvements and waterborne transportation resulting in economic development and employment using the safe, efficient and cost-effective waterways as transportation corridors while taking into consideration the recreational opportunities the waterfront provides.

The objective of the Strategic Public Communication Plan is to build awareness and support for the Port and Solid Waste Department and its activities through an effective and comprehensive communication and education program. Components of the Plan may include but is not limited to quarterly reports, noon show appearances, press releases, billboards, electronic media events, school curriculum and guest editorials or speaking engagements.

2. CONTRACT TERM

Initial term of contract will be for a base term of three (3) years beginning January 1, 2014 with the option of two additional one (1) year renewals. Renewals are subject an annual review and recommendation of the Port and Solid Waste staff and mutual agreement between the County and the Contractor. The County may void Service Contract with Contractor for any reason with a 30 day notice.

3. TENTATIVE PROJECT TIMELINE

Please Note: These dates are for planning purposes. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

| | |
|---|---|
| Harbor Commission | July 22, 2013 |
| Solid Waste Board | July 22, 2013 |
| RFP Posted | July 23, 2013 |
| RFP Questions Due from Potential vendors | July 31, 2013 by 4PM Local CST |
| RFP Questions Answered & Published | August 2, 2013 by 4PM Local CST |
| RFP Responses Due from Vendors | August 19, 2013 by 4PM Local CST |
| Preliminary RFP Review to address potential budget issues | August 20, 2013 |
| Scoring Team Kickoff Meeting | Week of August 26, 2013 |
| Interview/Reference Checks, if Required | September 9, 2013 |
| Consensus Scoring | September 12, 2013 |
| Send out Intent to Award/Thank you Letters | September 13, 2013 |
| Contract Negotiation/obtain signatures | Week of September 16, 2013 |
| Complete Contract Signing | September 20, 2013 |
| Service Commences | January 1, 2014 |

4. RFP QUESTIONS

All questions related to this RFP **must be in writing** and received by the Brown County Purchasing Department no later than **4:00 p.m. Local CST, July 31, 2013** via e-mail to bc_administration_purchasing@co.brown.wi.us. Clearly mark the e-mail: "Questions for Project 1717". **Mailed, phone call and faxed questions will not be accepted.**

Answers to all written questions will be published in the form of an addendum and posted on the Brown County website at www.co.brown.wi.us, Departments>Purchasing>Open Projects>Project 1717 and on the Demand Star Onvia website at: (http://onviacenter.com/content/demandstar_subscriptions) no later than **4:00 P.M. Local CST on August 19, 2013**. It is the responsibility of all interested vendors to access the web site for this information. Calls for assistance with the web site can be made to (920) 448-4040.

5. RFP DUE DATE AND DELIVERY ADDRESS DETAILS

All proposals are due to Brown County Purchasing no later than 4PM Local CST, August 19, 2013. Proposals can be submitted in a sealed envelope marked "Project 1717" and mailed to one of the addresses below or emailed to bc_administration_purchasing@co.brown.wi.us.

Emailed proposals must indicate "Project 1717" in subject line. Two files are required to be attached in your email: one with the proposal excluding pricing details and another of a completed RFP Cost Sheet, Attachment C.

Mailed proposals must indicate "Project 1717" in the Brown county address and be accompanied with a CD and 5 copies of their proposal. Mailed Proposals are to exclude any pricing details but included in a separate sealed envelope labeled 'pricing' with completed Attachment C enclosed. CDs should include 2 files, one with the proposal excluded with any pricing details and another of Attachment C, RFP Cost Sheet.

NOTE: Mailed Proposals will be stamped in by the specified due date/time per the atomic clock located in the Purchasing office. Proposals not stamped by the specified date and time will be rejected. Prospective vendors are encouraged to verify the time on the atomic clock as this is the official time used for the receiving of all quotes. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. Emailed proposals are date stamped when the email is received.

Delivery Address for Hand Delivery, UPS, DHL, Fed X, etc.:

Brown County Purchasing
Project 1717
305 E. Walnut St. 5th Floor
Green Bay, WI 54301

Delivery Address for USPS:

Brown County Purchasing
Project 1717
PO Box 23600
Green Bay, WI 54305-3600

6. PROPOSAL FORMAT

All proposals must be typed on standard 8 ½" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) separating each section. Provide **5 paper copies** along with 1 CD of your proposal. Paper Proposals are to exclude any pricing details but included in a separate sealed envelope with completed Attachment C enclosed. CDs should include 2 files, one with the proposal excluded with any pricing details and another of Attachment C, RFP Cost Sheet.

Proposals should be prepared in a simple, cost effective format providing a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. The use of elaborate materials and the inclusion of additional information that has no direct bearing on the project are not desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

7. RFP SUBMISSION REQUIREMENTS

Any deviation from these requirements may result in the proposal being considered non-responsive, thus eliminating the vendor from further consideration. The proposal shall be prepared with a straight forward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP including the following items outlined (A – E) below:

A. Agency Overview:

- a. Provide a brief overview of your agency history and philosophy
- b. Provide an in depth list of your agency capabilities
- c. Describe how your agency differentiates itself from your competitors

B. Client-Related Questions:

- a. Please provide a current client list
- b. Please list some clients you have had long-term relationships with and describe why the relationship has been successful.

C. Account Team-Related Questions:

- a. Describe the team structure and how resources would be allocated to us
- b. Please provide brief bios for the team you would assign to our account
- c. Please provide client references for the PR representatives who will be assigned to our account.
- d. Who would be responsible for managing timelines and budgets?

D. Industry Experience-Related Questions:

- a. Describe your experiences within our market.
- b. Please provide case studies demonstrating your familiarity within our market.

E. Program-Related Questions:

- a. Describe how you would address the strategic communications needs and reach the program's audiences based on the objectives, strategy and tactics.
- b. Provide us with a 90-day plan on how you would manage our account; prioritize campaigns and the results you expect to achieve.

F. Budget-Related Questions

- a. How do you bill for services?
- b. Given our budget, please describe how you would allocate resources in accordance with the program you outlined and the team you have identified.
- c. Please provide a list of billing rates for representatives who would be assigned to our account.

8. FINANCIAL VERIFICATION

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e.; Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the County.

9. OTHER

All work shall conform to all applicable industry, federal, state and local laws, codes, ordinances, and standards.

The County prohibits communication initiated by the respondent to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

Interested vendors must inform purchasing, prior to proposal submission deadline, if they have any pre-existing business relationship(s) with the County related to this project that may conflict with a potential contract award.

Rejection of Proposals: Brown County reserves the right to accept or reject any or all proposals and to waive any informality in proposals. No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Brown County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Taxes: Brown County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

This contract shall be subject to the laws of the state of Wisconsin. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation as defined in s.111.32(13m), WI Stats, or national origin.

Brown County is an Equal Opportunity Employer.

By responding to this proposal, prospective vendors acknowledge and accept the attachments, including the insurance requirements and standard contract template.

10. ATTACHMENTS

- A. RFP Scope of Work
- B. RFP Scoring
- C. RFP Cost Sheet
- D. RFP Reference Data Sheet
- E. RFP Designation of Confidential and Proprietary Information
- F. RFP Addendum Acknowledgement Receipt Schedule
- G. RFP Appeals
- H. Contract Insurance Requirements
- I. Brown County Standard Professional Services Contract

Attachment A

(Potential vendors are expected to perform the following service in order to submit a proposal and to be awarded a contract.)

RFP Scope of Work, Requirements & Specifications Brown County Project 1717

The communications firm selected shall perform the following:

A. Update\Revision of the Port Strategic Communication Program - Port

- Review and assess the current position of the Port of Green Bay - all existing public relations efforts.
- Assist the Port in meeting goals set forth in the Port of Green Bay Strategic Plan (attached).
- As situations arise and if beneficial to the Port, facilitation of Strategic meeting(s) with key stakeholders including: staff, Harbor Commission, terminal operators, and others to shape the development of a key message/issue strategy and components (print, newsletters, TV, radio, billboards, social media, website, etc.) of the communication program.
- Develop an effective communications plan that enhances or supplements the current communication strategies of the Port of Green Bay.

B. Development of an Annual Solid Waste Strategic Communication Plan – Solid Waste

- Review and assess the current position of the Solid Waste Department - all existing public relations efforts.
- Assist Solid Waste Department in meeting goals set forth in the Solid Waste Strategic Plan (attached) and Brown County's position of the BOW Strategic Plan (completed in 2013).
- As situations arise and if beneficial to the Solid Waste Department, facilitation of Strategic meeting(s) with key stakeholders including: staff, Solid Waste Board and others to shape the development of a key message/issue strategy and components (print, newsletters, TV, radio, billboards, social media, website, etc.) of the communication program.
- Develop an effective communications plan that enhances or supplements the current communication strategies of the Solid Waste Department.
- The department's name may change late 2013 or 2014 – develop plan to transition to new name minimizing public confusion.
- Increase awareness of benefits northeast Wisconsin businesses can enjoy with utilizing the Hazardous Waste Program.

C. Implementation and Oversight of the Communication Plan – Port and Solid Waste

- Creation/coordination/maintenance of the Port and Solid Waste Department's communication materials which may include but not limited to: newsletters, websites, promotions, printed material, displays, press releases, social media, etc.
- Implementation of earned media-public relations program
- Implementation of purchased media-advertising program
- Creation and management of reactive communications (i.e. what to do when we are asked to comment; how to respond to negative article/headlines/etc.)
- Management and control of small purchased media budget
- Implement strategies to meet the goals of strategic plans (3 total – one for the Port, one for Solid Waste and one for the BOW system once finalized).
- Creation/facilitation of public outreach opportunities including but not limited to: Port Symposium, stakeholder event and customer appreciation days.

Audience:

The Strategic Public Communication Plan audience includes but is not limited to the general public, media, educational organizations, terminal operators (Port), elected officials, community organizations, northeast Wisconsin businesses and professional associations/organizations.

Themes Port of Green Bay:Residential Themes Could Include But Not Limited to:

Continue efforts to keep the Port of Green Bay visible in the public's eye stressing the rich history of the Port, environmental and economic advantages of waterborne shipping, the economic impact and jobs supported by the Port and future growth opportunities.

Business/Economic Themes Could Include But Not Limited to:

Disseminate information to business on the environmental and economic benefits of water borne shipping through the Port of Green Bay. Create tools and connections to foster current business advancements and create new business development for Port of Green Bay.

Themes for Solid Waste (recyclable, hazardous and solid):Residential Themes Could Include But Not Limited to:

Increase awareness of the wide scope of programs the Solid Waste Department created, maintains or co-manages which the general public benefit from, how the availability of these programs compares to other WI counties, public education on current programs, the Solid Waste Department's hierarchy of disposal emphasizing reuse or recycling of resources with landfilling as a last resort, environmental and economic benefits and new developments in technologies and recyclable materials.

Business/Economic Themes Could Include But Not Limited to:

Educate the business community of northeast Wisconsin of the various Solid Waste programs business can benefit from. Disseminate information to all northeast Wisconsin businesses on the environmental and economic benefits of using the Solid Waste Departments programs. Create tools and connections to foster business development.

Budget:

The initial budget available for the Strategic Public Communication Plan of fiscal year 2014 will be limited to the following:

\$35,000 – Port of Green Bay

\$14,000 – Recycling, Household Hazardous Waste and Solid Waste

The budget for the years 2015 and 2016 is predicted to be similar to fiscal year 2014. However, future year budget will be influenced by the evaluation of the current year's activity and success.

All invoices must contain a total breakdown of work performed.

Attachment B

(This attachment is provided for your information only. There is no need to sign or mail it back.)

RFP Scoring Brown County Project 1717

Responses to this RFP will be evaluated according to the following:

1. Proposal Evaluation Process

The following steps will be observed in the evaluation of vendor proposals:

- Brown County will establish a proposal evaluation team;
- The proposal evaluation team will review all proposals received and score the proposals in accordance with the predefined scoring methodology;
- Composite scores will be developed summarizing the individual scoring efforts of each proposal evaluation team member;
- Vendors will be ranked by composite score

2. Proposal scoring methodology

The following is a summary of the proposal evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor proposals. Points will be awarded on the basis of the following factors:

| Specifications | Points |
|--|------------|
| 1. Quality, clarity and responsiveness of proposal | 5 |
| 2. Agency Overview | 10 |
| 3. Experience with Similar industry | 15 |
| 4. Public Relations Program Expertise | 15 |
| 5. Advertising Program Expertise | 15 |
| 7. Strategic Communications Plan approach | 20 |
| 8. Billing Prices | 10 |
| 9. References | 10 |
| Total | 100 |

3. Evaluation factors

The evaluation factors to be used in proposal scoring are described below:

- Quality, clarity and responsiveness of proposal – Proposals will be evaluated on meeting the overall requirements of the RFP.
- Agency Overview – Agency history, longevity and financial solvency will be evaluated.
- Experience with Similar Industry – History with working with similar industry sectors.
- Public Relations Program Expertise – The agency's strength in generating media coverage, providing written article opportunities, speaking engagements, etc. and experience in advising responses or comments on controversial issues or media coverage (printed or TV media).
- Advertising Program Expertise – Agency's ability to access advertising opportunities in a wide spectrum of media outlets (TV, radio, newsletters, magazines, billboard, etc.)
- Strategic Communications Plan Approach – The Agency's initial outlined plan on how it will

establish and execute the Strategic Public Communications Plan, within the Port and Solid Waste's established budget, will be evaluated.

- Billing Prices – Although total budget is set, the cost of billable time and material will be evaluated.
- References – both the references of the overall company and references of individuals assigned to our account will be evaluated.

Presentations to two advisory panels, the Harbor Commission and the Solid Waste Board, advising Port and Solid Waste activities respectively will be required. Presentations will include the prospective firms' approach in developing the Strategic Communications Plan and how the firm is qualified to execute it.

Attachment C

(Use of this form is required and is to be submitted in a separate sealed envelope with your proposal)

RFP Cost Sheet Brown County Project 1717

Vendor information:

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Phone _____ Fax _____ E-mail _____

Do you accept MasterCard for Credit Card Payment? _____

Comments: _____

Rates charged for services

| Service Description | Flat Hourly Rate* |
|----------------------------|--------------------------|
| 2014 Service Rate | \$ |
| 2015 Service Rate | \$ |
| 2016 Service Rate | \$ |
| 2017 Process Service Rate | \$ |
| 2018 Process Service Rate | \$ |

**Rates are to be inclusive of any travel expenses.*

Attachment D

(Use of this form is required; please fill out and return with submitted proposal)

RFP Reference Data Sheet Brown County Project 1717

Provide a list of at least three and not greater than five clients that you are currently providing services of similar scope with at least one in the public sector.

You must verify that contact person listed is accurate and still employed with the company.

Agency: _____
Address: _____
Telephone: _____
Contact Person: _____
Email address: _____

Agency: _____
Address: _____
Telephone: _____
Contact Person: _____
Email address: _____

Agency: _____
Address: _____
Telephone: _____
Contact Person: _____
Email address: _____

Agency: _____
Address: _____
Telephone: _____
Contact Person: _____
Email address: _____

Agency: _____
Address: _____
Telephone: _____
Contact Person: _____
Email address: _____

Attachment E

(Use of this form is required when submitting proposal)

RFP Designation of Confidential and Proprietary Information Brown County Project 1717

The attached material submitted in response to project #1422 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential. Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request the following pages not be released:

| Section | Page # | Topic |
|----------------|---------------|--------------|
|----------------|---------------|--------------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the bid/proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Date: _____ Company Name: _____

Auth. Representative: _____ Auth. Representative: _____
Type or Print Signature

Attachment F

(If Addendums exist for this project, please sign and date and send with your proposal)

RFP Addendum Acknowledgement Receipt Schedule Brown County Project 1717

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

The undersigned agrees with the following statement:

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my list of subcontractors along with their respective trades-if applicable.

Printed Name: _____

Signature: _____

Date: _____

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, posted on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified by Brown County of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

Attachment G

(This attachment is provided for your information only. There is no need to sign or mail it back.)

RFP Appeals Brown County Project 1717

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFQ or RFP.

Appeals may be submitted for the following purchases:

- a) the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
- b) the item price or proceeds is \$5000 or more or the total order is \$10,000 or more, and
- c) vendor selection was based on factual errors, or
- d) the lowest price or highest proceeds vendor was not selected for RFQ or RFB, or
- e) failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements.

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of 3 people: the Chairman of both the Executive and Administration Committees and the Internal Auditor.

Submit to: Brown County Internal Auditor
P.O. Box 23600
Green Bay, WI. 54305-3600

(Potential vendors are required to meet the following insurance requirements in order to be awarded a contract. There is no need to sign or mail it back.)

Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, it's right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

- 7

Additional Insured

The Outside Contractor agrees that all liability coverage policies other than professional liability shall name Brown County as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

Adjustments to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

Waiver of Subrogation

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

Cancellation Notice

Brown County will be given 30 days' notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificates of insurance shall include reference to the **contract name or RFP number** in the description section of the certificate and listing **Brown County** as the additional insured.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Brown County
Department of Administration
P.O. Box 23600
305 E. Walnut Street
Green Bay, WI 54305-23600

Questions

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

**** Brown County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days' notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract. ****

Attachment I

(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)

Brown County Project #1717



Purchase/Service Description: Strategic Communication Plan for Port & Solid Waste via Project 1717.

Time of Performance: Initial contract term: January 3, 2014 – December 31, 2016 with two (2) additional one (1) year options.

Total Amount of Contract: Rate per hour, not to exceed a yearly budget of \$35,000 for the Port and \$14,000 for Solid Waste activities. Annual budget rates may vary from year to year.

Performance, Schedules and Invoices will be approved by: Chris Blan

Monthly invoices are required to include the person doing the work, description of activity and time billed for that activity.

Mailing Address: 2561 S. Broadway Street; Green Bay, WI 54304

Email Address: blan_ch@co.brown.wi.us

Phone: 920-492-4954

This Brown County Professional Services Standard Contract ("Contract") is made and entered into on this ____ day of ____, 20__ by and between ____ (the "CONTRACTOR"), and Brown County, a body corporate organized under the Laws of Wisconsin (the "COUNTY") (Collectively referred to as the "parties" or in the singular as the "party").

WITNESSETH:

WHEREAS, the COUNTY, a governmental entity organized and existing as a body corporate pursuant to Wis. Stat. § 59.01, is in the business of providing certain governmental services to the COUNTY and its citizens;

WHEREAS, the CONTRACTOR, is in the business of providing said services and has made express and implied representations to the COUNTY of being capable, experienced and qualified to undertake and personally perform those services as are required in fulfilling all obligations under the terms and conditions of this Contract; and

WHEREAS, relying upon the CONTRACTOR'S above-referenced express and implied representations, the COUNTY now desires to engage and the CONTRACTOR now desires to be engaged as an independent contractor and not as an employee of the COUNTY to perform said services, all in accordance with the terms and conditions of this Contract.

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and either: (a) has been notified in writing to commence the Performance of Services; or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

1. REQUIREMENTS:

The CONTRACTOR hereby agrees to be retained by the COUNTY and the COUNTY hereby agrees to retain the CONTRACTOR to perform the services in accordance with the terms and conditions of this Contract, which includes, but is not limited to:

- A. that the CONTRACTOR is required to do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract;
- B. that the CONTRACTOR is required to comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services under this Contract; and
- C. that the CONTRACTOR is required to comply with time schedules and payment terms.

2. SCOPE OF SERVICES:

The CONTRACTOR and its subcontractors, to the same extent as the CONTRACTOR, agree to fulfill its obligations described in the COUNTY'S RFP 1717 (hereinafter referred to as the "Project"), as well as the addenda attached thereto, copies of both which are attached hereto and incorporated herein by reference.

The total amount of the Contract includes all services, deliverables, and reimbursable expenses. Additional reimbursable fees will not be accepted.

3. SPECIFIC CONDITIONS OF PAYMENT:

Payment to be due and owed following completion and acceptance of the Project by the COUNTY. Payment will be made within thirty (30) days after receipt of a properly documented invoice, the manner of which is more fully set forth below under "Payment Schedule", but only if completion is deemed satisfactory by the COUNTY.

Payment Schedule

Net 30 days from receipt of a properly completed invoice to be mailed or emailed directly to designated party on page one of this contract.

4. REPORTS

- A. The CONTRACTOR agrees to timely submission of reports as may be required by the COUNTY in its sole discretion.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY and the COUNTY shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY unless legally required otherwise, at which point the CONTRACTOR is obligated to notify the COUNTY of the same in advance thereof.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

5. TIME OF PERFORMANCE:

The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed in a timely fashion and as indicated on the top of Page 1 of this Contract under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified herein, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any amendments to this Contract as deemed necessary by the COUNTY.

6. CONDITIONS OF PERFORMANCE AND COMPENSATION:

- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high

professional standards as are prevalent in this field of endeavor and like services.

- B. **Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on the top of Page 1 of this Contract under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on the top of Page 1 of this Contract. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3 of this Contract under "Specific Conditions of Payment." Section 66.0135, Wis. Stats., will apply to any late payments by the COUNTY, except as provided for by Section 22 of this Contract.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services set forth herein without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to, and controlled by, each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by it, as he is for the acts and omissions of persons directly employed by CONTRACTOR.

7. DISPUTES:

In the event of a dispute as to performance under this Contract or the compensation to be paid, the decision of the Brown County Risk Manager or his/her designee shall prevail.

8. INDEMNIFICATION AND DEFENSE OF SUITS:

The CONTRACTOR agrees to release, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees, agents and assigns from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agents or assigns. The COUNTY does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

9. REGULATIONS:

CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

10. SAFETY REQUIREMENTS:

All material, equipment and supplies used or provided to the COUNTY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

11. VENUE AND APPLICABLE LAW:

Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

12. TERMINATION OF CONTRACT FOR CAUSE:

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice, as provided for in Section 25 of this Contract, to the CONTRACTOR of such termination. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. The

COUNTY, in its sole discretion, may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the COUNTY determines that the breach is amenable to a cure. The COUNTY shall not unreasonably withhold such permission. The COUNTY'S decision to allow the CONTRACTOR a reasonable amount of time to cure said breach in one instance does not constitute a waiver of a subsequent breach of the same or any other term of this Contract, nor shall it be deemed to waive the need for further consent or approval from the COUNTY to cure any subsequent breaches, regardless of their nature.

This contract may be terminated by either party for no reason by giving twenty (20) days written notice to the other party of said termination.

In the event that this Contract is terminated for any reason by either party, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Contract by the CONTRACTOR, and the COUNTY may withhold any payments due the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR shall be determined and recovered.

13. CHANGES:

All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to be attached to this Contract.

14. WAIVER:

No provision of this Contract may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each party. One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term hereof. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

15. PERSONNEL:

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall under no circumstances be deemed employees of or have any contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

16. ASSIGNMENT:

The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices, as provided for in Section 25 of this Contract, of any such assignment or transfer shall be furnished promptly to the COUNTY.

17. RECORDS:

- A. **Establishment and Maintenance of Records** - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal.
- B. **Documentation of Cost** - All costs of the CONTRACTOR shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract, shall be clearly identified, readily accessible and shall be retained in accordance with

the laws of the State of Wisconsin.

18. AUDITS AND INSPECTIONS:

In the event that the COUNTY deems it necessary to conduct an audit or inspection, the CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in the CONTRACTOR'S custody or control as deemed pertinent by the COUNTY to this Contract.

The CONTRACTOR shall provide to the COUNTY'S inspectors or auditors access to all property, equipment and facilities in the CONTRACTOR'S custody or control as the inspectors or auditors deem related to the services provided or purchased under this Contract. The CONTRACTOR shall be expected to provide, at the CONTRACTOR'S expense, reasonable time by the CONTRACTOR'S personnel as may be required for the COUNTY'S inspectors or auditors to perform the inspection or audit.

Any information provided to the COUNTY'S inspectors or auditors which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public unless legally required otherwise.

19. NON-DISCLOSURE:

For the purposes of this Contract, the parties agree to the following definitions.

Discloser: The term "Discloser" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.

Recipient: The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

Sensitive and/or Confidential Information: The term "Confidential Information" as used herein means: (1) any Trade Secret of Discloser as defined in the Uniform Trade Secrets Act, Sec. 134.90, Wis. Stats. or any other applicable state or federal trade secrets law; and (2) any non-public information, documentation, and/or devices disclosed or made available by Discloser to Recipient in any form including, but not limited to, all data or know-how either created by Discloser or for Discloser, any information conveyed to Discloser by a third party to which Discloser is bound by a confidentiality agreement not to disclose, the whole or any portion of any technical, scientific, laboratory, experimental or research data, research and development information, information concerning equipment, designs, processes, procedures, formulae, recipes, improvements, customer lists, records, or engineering drawings, documentation and information about products, sales information, formulae, recipes, manufacturing techniques, processes, design of software or hardware, applications or systems, used or developed by Discloser, source codes, other information relating to computer programming, and any information used for the conduct of Discloser's business including, but not limited to, plans, programs, marketing, advertising, sales strategies, policies, costs, pricing, and other financial information.

Sensitive and/or Confidential Information shall also include but shall not be limited to:

- Confidential Information (business or personal) including copyrighted, trademarked or patented information;
- Electronic protected health information (ePHI) protected by Federal HIPAA legislation;
- Intellectual Property (IP);
- Credit card data regulated by the Payment Card Industry (PCI);
- Personal Identity Information (PII);
- Information relating to an ongoing criminal investigation;
- Court-ordered settlement agreements requiring non-disclosure;
- Information specifically identified by this Contract as restricted;
- Other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high; whether in writing or not, which the Discloser discloses to Recipient, including, but not limited to, any information relating to the policies, procedures and administration of the Discloser, its affiliates' or customers' ongoing operations, and personnel. It is the intention of the parties in defining Sensitive and/or Confidential Information that any and all information which in any way relates to Discloser's operations, no matter what the nature thereof, which was disclosed by

Discloser or which is developed by either party as part of their services in carrying out the Contract performance reference herein shall be and remain confidential pursuant to this Contract. This includes but is not limited to:

- Applications for services
- Account numbers or balances
- Payment histories
- Identity of customers
- Social Security numbers
- Credit reports or histories
- Any other financial information regarding Brown County or its customers
- The terms of this Contract
- HIPAA-related information

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

A. **Acknowledgment of Confidential Relationship** – The COUNTY is required to ensure the confidentiality of any Sensitive and/or Confidential Information that the CONTRACTOR may have access to or become privy to under the state and federal laws including, but not limited to, HIPAA and the Wisconsin Privacy of Consumer Financial and Health Information, Wis. Administrative Code Ch. INS 25. The CONTRACTOR hereby acknowledges and agrees that any Sensitive and/or Confidential Information disclosed to it by the COUNTY is for the limited purpose of providing services and the CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between the CONTRACTOR and the COUNTY by reason of such submission and/or disclosure. The CONTRACTOR further acknowledges and agrees that the Sensitive and/or Confidential Information of the COUNTY is proprietary to the COUNTY and that any unauthorized disclosure or unauthorized use as more fully set forth herein will cause harm and/or loss to the COUNTY.

B. **Use and Disclosure of Sensitive and/or Confidential Information.** The CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Sensitive and/or Confidential Information whether from observation, from any materials submitted or from disclosures by the COUNTY hereunder. The CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without the COUNTY'S prior written approval, which the COUNTY may withhold in its sole discretion. In no event shall either party use Sensitive and/or Confidential Information in a way, which violates local, state or federal laws. The duty to protect Sensitive and/or Confidential Information shall survive the termination of this Contract and shall be subject to the open records provisions of both state and federal law.

The CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Contract and instruct them to use the same care and discretion with respect to the Sensitive and/or Confidential Information as the CONTRACTOR is obligated to use and to not circumvent any security procedures or devices with respect to Sensitive and/or Confidential Information.

C. **Title remains with the COUNTY.** All innovations, inventions, devices, processes and/or formulas developed by the CONTRACTOR for the COUNTY shall be deemed to be the sole property of the COUNTY. The CONTRACTOR agrees to disclose in writing to the COUNTY any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by the CONTRACTOR on behalf of the COUNTY which constitute innovations or inventions developed by the CONTRACTOR either solely or jointly in connection with

work performed by the CONTRACTOR at the request of or under any assignment by the COUNTY. The CONTRACTOR also agrees to assign to the COUNTY any and all interest it may have in such inventions or innovations.

- D. **Indemnification by the CONTRACTOR.** The CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will defend, hold harmless and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, expenses, claims, actions, damages, suits, fines and costs including reasonable attorney's fees or liability arising from or in connection with such unauthorized use or disclosure. In addition, the CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Contract, irreparable damage will immediately occur to the COUNTY and CONTRACTOR will defend and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, claims, actions, damages, suits, fines, costs and expenses, including reasonable attorney's fees, incurred by the COUNTY as a result thereof.
- E. **Duty of Inquire.** If either party has a question concerning whether information qualifies as Sensitive and/or Confidential Information under this Contract, each shall have a duty to inquire whether the information is deemed sensitive and/or confidential before taking any action contrary to this Contract.

For COUNTY inquire to:
Corporation Counsel
(920) 448-4080
Ruenzel_jm@co.brown.wi.us

For CONTRACTOR inquire to: xx

- F. **Duty to Safeguard.** Each party shall take all reasonable steps to safeguard any and all Sensitive and/or Confidential Information in their possession. Each party shall ensure, to the extent possible, that access to Sensitive and/or Confidential Information is restricted only to properly authorized employees, agents, officers and/or subcontractors and shall take measures to protect the security of any documentation or computer containing Sensitive and/or Confidential Information.

20. CONFLICT OF INTEREST:

- A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the COUNTY, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If the CONTRACTOR is aware or becomes aware that any person described in Sections 20, A. or B. of this Contract has any personal financial interest, direct or indirect, in this Contract, the CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed or subcontracted.

21. DISCRIMINATION PROHIBITED:

- A. The CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. The CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. INSURANCE:

- A. The CONTRACTOR shall be solely responsible to meet the CONTRACTOR'S insurance needs

as required by the COUNTY during the terms of this Contract or any extension thereof.

- B. The Certificate(s) of Insurance along with an endorsement shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. The CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and have an endorsement attached naming the COUNTY, its boards, commissions, agencies, officers, employees and representatives as additional insureds and provide for thirty (30) days advance notice, as provided for in Section 25 of this Contract, of any change, cancellation or non-renewal during the term of this Contract.
- C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under this Contract shall be made if such proof has not been furnished to the COUNTY. Failure to submit an insurance certificate, as required, can make this Contract void at the COUNTY'S discretion.

23. FORCE MAJEURE:

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, this Contract may be terminated by giving written notice.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice, as provided for in Section 25 of this Contract, to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135, Wis. Stats., shall not apply to any late payment by the COUNTY due to circumstances under this Subsection B.

24. OTHER PROVISIONS:

- A. **Publicity Releases** – The CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the COUNTY.
- B. **Appropriation of Funds** – This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or is terminated, the COUNTY may terminate this Contract by providing forty-five (45) days written notice to the CONTRACTOR.
- C. **Independent Contractor Status** - This Contract does not in any way create the relationship of joint venture, partnership, principal, third party beneficiary, agent or employer/employee between the CONTRACTOR and the COUNTY, their agents, employees, subcontractors, officers and/or representatives. The CONTRACTOR, its employees, agents, subcontractors, and/or representatives shall not act or attempt to act, or represent itself, directly or by implication, as an agent for the COUNTY or in any manner assume any obligation on behalf of or in the name of the COUNTY.

25. NOTICES:

Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

CONTRACTOR at: per contract details in signature block

COUNTY at:

Brown County Purchasing
305 E Walnut St., 5th Floor
PO Box 23600
Green Bay, WI 54305-3600

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

26. **AMENDMENTS:** This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.
27. **SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract.
28. **CONSTRUCTION:** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.
29. **SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.

Attachments:

| | |
|--|--|
| <p>BROWN COUNTY PURCHASING Cheryl Corbelle, Manager</p> <p>Signature: _____</p> <p>Date: _____</p> <p>BROWN COUNTY PORT & SOLID WASTE Dean Haen, Director</p> <p>Signature: _____</p> <p>Date: _____</p> <p>BROWN COUNTY EXECUTIVE Troy Streckenbach, County Executive</p> <p>Signature: _____</p> <p>Date: _____</p> | <p>CONTRACTOR (To be signed by the person authorized to legally bind your firm to this Contract.)</p> <p>Vendor Name & Address</p> <p>Vendor Name: _____</p> <p>Address: _____</p> <p>City/State: _____</p> <p>Zip Code: _____</p> <p>Printed Name: _____</p> <p>Signed Name: _____ (Required)</p> <p>Title: _____</p> <p>Date: _____</p> <p>Distribution:</p> <p>Original – Purchasing</p> <p>Copy – Contractor(s)</p> <p>Copy – Responsible Department(s)</p> |
|--|--|

Director's Report
Port and Solid Waste Department
July 22, 2013

- **Renard Island Closure** – WDNR has granted a closure date extension to Brown County and the Corps. Meeting set with WDNR to discuss permit requirements for County ownership of the causeway. WDNR may require design changes. Meeting schedule with WDNR, Brown County and Corps to discuss. End use of the island will need to be discussed. Retained consultant has prepared a study identifying Natural Resource Damages (NRD) funds for education. Recreation facilities are not likely to be funded. Provided NRDA Trustee representatives names and procedures for submitting proposals for Trustee consideration.
- **Cat Island Chain Restoration Project** – Off-loading facility 80% installed. Brown County is getting a price to reconstruct Lineville Road next year and dredging the off-loading facility as part of Brown County cost share requirements.
- **2nd shift at the BOW Single Stream Recycling Facility** – contract with Advanced Disposal Systems is finalized and Outagamie County Board approved the expansion and most of the table of organization changes. Unapproved positions will have to out sourced.
- **Tallship Festival** will be August 16-18. The Port will be assisting the event and will have a tent, giveaways and display items.

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WISCONSIN 54303
PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL bc_highway@co.brown.wi.us

PAUL H. VAN NOIE
DIRECTOR

**PLANNING, DEVELOPMENT & TRANSPORTATION
COMMITTEE MEETING**

JULY 22, 2013

***PUBLIC WORKS DEPARTMENT
AGENDA ITEMS***

1. Recommendation & Approval of Bid for Roof Replacement Projects at ADRC & Museum - Project #1700.
2. Recommendation & Approval of Bid for Replacement of Boilers at ADRC, Museum, Jail, and UW Extension - Project #1701.
3. Summary of Operations.
4. Director's Report.

DEPARTMENT OF ADMINISTRATION

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

BRENT MILLER

PHONE (920) 448-4037 FAX (920) 448-4036 WEB: www.co.brown.wi.us

DIRECTOR

July 16, 2013

TO: Planning, Development and Transportation Committee

FROM: Brent Miller
Director of Administration

SUBJECT: Capital Improvement Plan

Enclosed is your division's section of the 2014 Five-year Capital Improvement Plan for review, recommendation and/or referral back to the Executive Committee before they take action on the complete plan.

This information is for planning purposes only. It does not obligate the County to spend money, but rather provides a snapshot of future projects recommended by the County Executive as well as staff to the Board. The plan will be reviewed on an annual basis, and changes can be made.

Department heads will be asked to attend your meeting to speak to their specific projects. If you have any questions or if I can be of assistance, please contact me at 448-4035.

Enclosure

cc: Troy Streckenbach – County Executive
Tom Miller – Airport Director
Chuck Lamine – PALS Director
Paul VanNoie – Public Works Director
Dean Haen – Port & Solid Waste Director

2014 Capital Project 5-Year Outlook Summary

Planning, Development & Transportation

as of June 26, 2013

Key for Funding Source:

D= Debt Service G=Grants and Aides

O = Operating Revenues M = Municipal Funds

P = Property Tax GF = General Fund Fund Balance

2014 EXECUTIVE BONDING PROPOSAL AND CAPITAL IMPROVEMENTS PROGRAM (CIP)

| DIVISION/ DEPARTMENT | FUNDING SOURCE | DEPT PRIORITY | PROJECT DESCRIPTION | 2014 | 2015 | 2016 | 2017 | 2018 | TOTAL |
|-------------------------|-------------------|------------------|--|-----------|-----------|-----------|-----------|-----------|------------|
| PLANNING, DEV & TRANS | | | | | | | | | |
| Public Works | | | | | | | | | |
| | D | | New Jail Pod Phase I | | | | | | |
| | D/P/M | 2014-1 | CTH GV/Monroe Road (CTH O to STH 172) - Reconstruction | 1,500,000 | | | | | 1,500,000 |
| | D/P/M | 2014-2 | CTH GV/Monroe Road (CTH X to CTH G) - Reconstruction | 3,229,116 | | | | | 3,229,116 |
| | D/P/M | 2014-3 | CTH PP (STH 57 to CTH X) - Reconstruction | 1,990,372 | | | | | 1,990,372 |
| | D/M | 2014-4 | CTH C (Catherine Dr to CTH FF) - Reconstruction | 500,000 | | | | | 500,000 |
| | D/M | 2014-5 | CTH AAA/Oneida Street (Lombardi Ave to Stadium Dr) - Reconstruction | | | | | | |
| | D | 2014-6 | CTH XX (Webster Street to Libal Street) - Reconstruction | 300,000 | | | | | 300,000 |
| | D/M | 2014-7 | CTH XX (Libal Street to East River Bridge) - Reconstruction | 1,500,000 | | | | | 1,500,000 |
| | D/P | 2014-8 | CTH XX (East River Bridge to CTH O) - Reconstruction | 804,650 | | | | | 804,650 |
| | D | 2014-9 | CTH XX (Bridge Over East River) - Bridge Repairs | 75,000 | | | | | 75,000 |
| | D/P | 2014-10 | CTH P (CTH N to Pine Grove) - Reconstruction | 1,660,000 | | | | | 1,660,000 |
| | D/P | 2014-13 | CTH NN (Cooperstown Rd to STH 96) - Reconstruction | 625,000 | | | | | 625,000 |
| | D/P/M/G | 2015-1 | CTH N (Bascom Way to Spartan Rd) - Reconstruction | | 2,216,155 | | | | 2,216,155 |
| | D/P | 2015-2 | CTH R (Langes Corners Rd to USH 141/29) - Reconstruction | 67,639 | 2,000,000 | | | | 2,067,639 |
| | D/P | 2015-3 | CTH P (STH 54 to CTH N) - Reconstruction | 148,000 | 950,000 | | | | 1,098,000 |
| | D/P | 2015-5 | CTH GE (STH 54 to STH 172) - Reconstruction | 23,000 | 280,000 | | | | 303,000 |
| | D | 2015-7 | CTH XX (RR Crossing to City Limits) - Reconstruction | | 170,000 | | | | 170,000 |
| | D | 2015-8 | CTH GV (STH 172 to Hoffman Road) - 2" Mill & Surface | | 75,000 | | | | 75,000 |
| | D | 2015-9 | CTH O (East River Bridge to CTH XX) - Reconstruction | | 200,000 | | | | 200,000 |
| | D/P | 2015-10 | CTH F (CTH EB to Mid Valley Drive) - Reconstruction | 28,636 | 300,000 | | | | 328,636 |
| | D | 2015-12 | CTH T (Pine to Highridge) - 6' Culvert Replacement | | 250,000 | | | | 250,000 |
| | D | 2015-14/2016-2 | CTH EA (Willow Rd to STH 29) - Reconstruction | | 500,000 | 2,800,000 | 5,450,000 | | 3,300,000 |
| | D/G | 2015-15 | CTH ZZ (Clay Street to Tetzlaff Rd) - Reconstruction | | 2,000,000 | | | | 7,450,000 |
| | D/P/G | 2016-1 | CTH YY (Holmgren Way to Ashland Ave) - Reconstruction | | 1,725,000 | 1,725,000 | | | 1,725,000 |
| | D/P/G | 2016-3 | CTH X (WI Central Ltd Railroad) - Bridge Replacement | | 1,641,862 | 1,641,862 | | | 1,641,862 |
| | D/P/G | 2016-4 | CTH GE (Over Dutchman's Creek) - Bridge Replacement | | | 398,500 | | | 398,500 |
| | D/G | 2016-5 | CTH ZZ (Over East River) - Bridge Replacement | | | 485,000 | | | 485,000 |
| | D | 2016-6 | CTH R (CTH KB to Langes Corners Road) - Reconstruction | | | 1,250,000 | | | 1,250,000 |
| | D | 2016-7 | CTH EB (Dorn Rd to STH 172) - Reconstruction | | | 500,000 | | | 500,000 |
| | D | 2016-8 | CTH G (CTH V to STH 96) - Reconstruction | | | 1,425,000 | | | 1,425,000 |
| | D | 2016-9 | CTH T (CTH N to STH 54) - Reconstruction | | | 920,000 | | | 920,000 |
| | D | 2016-11 | CTH EB (Larsen Rd to STH 29) - Concrete Pavement Repair | | | 600,000 | | | 600,000 |
| | D | 2016-13/2018-1 | CTH HS/Velp Ave (Glendale Ave to CTH B) - Reconstruction | | | 150,000 | | 4,000,000 | 4,150,000 |
| | D/G | 2017-2 | CTH EE (Over Dutchman's Creek) - Bridge Replacement | | | | 278,000 | | 278,000 |
| | D | 2017-3 | CTH D/Lost Dauphin Rd (STH 96 to Bridge at Red Maple) - Reconstruction | | | | 2,320,000 | | 2,320,000 |
| | D | 2017-5 | CTH T (North Ave to Blahnik Rd) - Reconstruction | | | | 1,900,000 | | 1,900,000 |
| | D | 2017-7/2019-1 | CTH C (CTH FF to Glendale Ave) - Reconstruction | | | | 500,000 | | 500,000 |
| | D | 2017-8/2019-2 | CTH ZZ (Tetzlaff Rd to STH 57) - Reconstruction | | | | 500,000 | | 500,000 |
| | D/M | 2017/2018 | CTH SB (CTH PP to CTH X/GV) - New Construction | | | | 3,000,000 | 9,000,000 | 12,000,000 |
| | D/M | 2017/2018 | CTH SB (STH 57 to CTH PP) - New Construction | | | | 1,500,000 | 6,000,000 | 7,500,000 |
| | D | 2018-2 | CTH B (CTH J to RR Tracks West of USH 41) - Reconstruction | | | | | 200,000 | 200,000 |

2014 Capital Project 5-Year Outlook Summary

Planning, Development & Transportation

as of June 26, 2013

Key for Funding Source:

D= Debt Service G=Grants and Aides O = Operating Revenues M = Municipal Funds P = Property Tax GF = General Fund Fund Balance

2014 EXECUTIVE BONDING PROPOSAL AND CAPITAL IMPROVEMENTS PROGRAM (CIP)

| DIVISION/ DEPARTMENT | FUNDING SOURCE | DEPT PRIORITY | PROJECT DESCRIPTION | 2014 | 2015 | 2016 | 2017 | 2018 | TOTAL |
|---|-------------------|------------------|--|-------------|-------------|-------------|------------------|-------------------|-------------------|
| PLANNING, DEV & TRANS (Cont'd): | | | | | | | | | |
| Public Works (Cont) | D | 2018-3 | CTH A (CTH I to Church Rd) - Recondition | * | * | * | * | 400,000 | 400,000 |
| | D | 2018-4 | CTH T (STH 29 to 1.5 miles South of CTH V) - Recondition | * | * | * | * | 530,000 | 530,000 |
| | D | 2018-5 | CTH IR (County B to the North Limit) - Recondition | * | * | * | * | 550,000 | 550,000 |
| | D | 2018-6 | CTH CE (Garret's Rd to the West County Line) - Recondition | * | * | * | * | 225,000 | 225,000 |
| | D | 2018-7 | CTH JJ (CTH V to Hazen Rd) - 2" Mill & Overlay | * | * | * | * | 245,000 | 245,000 |
| | D | 2018-8 | CTH J (CTH EB to Hillcrest Drive - Recondition | * | * | * | * | 285,000 | 285,000 |
| | D | 2018-9 | CTH EB (CTH VK to STH 54) - Concrete Pavement Repair | * | * | * | * | 300,000 | 300,000 |
| | D/M | 2018/2019 | CTH SB (Fox River to STH 57) - New Construction | * | * | * | * | 1,000,000 | 1,000,000 |
| | D/M/G | 2018/2019 | CTH SB (Fox River Bridge) - Bridge Construction | * | * | * | * | 1,000,000 | 1,000,000 |
| Planning, Development, & Transportation Total | | | | 12,971,413 | 8,941,156 | 11,875,362 | 15,448,000 | 23,735,000 | 72,970,930 |
| Less: Non-bond funding sources | | | | (6,744,900) | (2,723,000) | (5,881,000) | (6,832,400) | (8,500,000) | (30,681,300) |
| Planning, Development, & Transportation Bond Request Total | | | | | | | 8,615,600 | 15,235,000 | 42,289,630 |

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 662-2160 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL H. VAN NOIE
DIRECTOR

Meeting: Planning, Development & Transportation Committee
Meeting Date: 7/22/13
Public Works Report

REPORT TO: PD&T Committee Members
Bernie Erickson, Chair
Dave Kaster, Vice Chair
Dave Landwehr
Norb Dantine
Tom Sieber

REPORT FROM: Paul Van Noie
Public Works Director

AGENDA ITEM: Bid Approval for Bid Project #1700: Roof Replacement at ADRC and Museum.

RECOMMENDATION: Two (2) contractor bids were received on July 10, 2013 for the roof replacement projects.

At this time, Public Works Facility Management is recommending to award the bid to Northeastern Roofing Company in the amount of \$226,507.00.

FISCAL IMPACT: \$226,507

ADDITIONAL INFORMATION: Attached Bid Tabulation Results

| BID TABULATION | | | | | | |
|---|---------------|-----------------|---------------------------------------|------------------------------|----------|------------|
| Project Name: Replacement of Roofs on ADRC and Museum | | | | | | |
| Sealed BID: Project #1700 for Public Works Facility Management | | | | | | |
| Buyer: DCD | | | | | | |
| Due Date & Time: July 10, 2013 at 11:00 am to BC Clerk | | | | | | |
| Opening Date & Time: July 10, 2013 at 11:00 am in Room 201 | | | | | | |
| CONTRACTOR | BID #1 - ADRC | BID #2 - Museum | ADD DISCOUNT IF AWARDED BOTH PROJECTS | TOTAL COST FOR BOTH PROJECTS | BID BOND | ADDENDUM 1 |
| Walsdorf Roofing Company, Inc. | No Bid | \$ 157,600.00 | 0% | | Yes | Yes |
| Weinert Roofing | \$ 97,400.00 | No Bid | 0% | | Yes | Yes |
| Crafts, Inc. | \$ 96,762.00 | \$ 143,979.00 | \$1,400 | \$ 239,341.00 | Yes | Yes |
| Northeastern Roofing Co. | \$ 97,757.00 | \$ 128,750.00 | 0% | \$ 226,507.00 | Yes | Yes |
| Total project is intended to be awarded to Northeastern Roofing Co. | | | | | | |

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 662-2160 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL H. VAN NOIE
DIRECTOR

Meeting: Planning, Development & Transportation Committee
Meeting Date: 7/22/13
Public Works Report

REPORT TO: PD&T Committee Members
Bernie Erickson, Chair
Dave Kaster, Vice Chair
Dave Landwehr
Norb Dantine
Tom Sieber

REPORT FROM: Paul Van Noie
Public Works Director

AGENDA ITEM: Bid Approval for Bid Project #1701: Replacement of Boilers at ADRC,
Museum, Jail, and UW Extension

RECOMMENDATION: Two (2) contractor bids were received on June 28, 2013 for the boiler
replacement projects.

At this time, Public Works Facility Management is recommending to award
the bid to Hurckman Mechanical Industries, Inc., in the amount of \$159,330
for the boiler replacement projects at UW Extension and the Museum. Due
to budget restrictions and available monies, the boiler replacements at the
Jail and ADRC will not be carried out at this time; they will be re-bid at a
future date.

FISCAL IMPACT: \$159,330

ADDITIONAL INFORMATION: Attached Bid Tabulation Results

| BID TABULATION | | | | | | | | | | |
|---|------------|--------------|--------------|--------------|--------------|--------------|--------------|----------|-------|-------|
| Project Name: Boiler Replacement | | | | | | | | | | |
| Sealed BID: Project # 1701 for Public Works Facility Management | | | | | | | | | | |
| Buyer: DCD | | | | | | | | | | |
| Due Date & Time: June 28, 2013 at 11:00 am to BC Clerk | | | | | | | | | | |
| Opening Date & Time: June 28, 2013 at 11:00 am in Room 201 | | | | | | | | | | |
| | BASE BID | JAIL ALT 1 | JAIL ALT 2 | MUSEUM ALT 1 | MUSEUM ALT 2 | MUSEUM ALT 3 | OPTIONAL BID | BID BOND | ADD 1 | ADD 2 |
| \$ | 345,400.00 | \$ 6,800.00 | \$ 90,400.00 | \$ 24,200.00 | \$ 72,700.00 | \$2,500.00 | \$ 65,100.00 | Yes | Yes | Yes |
| \$ | 345,735.00 | \$ 16,680.00 | \$ 88,590.00 | \$ 18,420.00 | No Bid | No Bid | \$ 58,280.00 | Yes | Yes | Yes |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

BROWN COUNTY PUBLIC WORKS DEPARTMENT

Management Discussion and Analysis of Operations

Period Ended 6/30/2013

Summary of the Operations for Public Works

The Public Works Department is performing better than anticipated with positive variances in most areas.

HIGHWAY

660 Fund:

For June 2013 we are reflecting a positive variance of \$27,929 and an estimated positive year-to-date variance of \$360,842.

For June 2013, "Intergovernmental Revenues" had a negative variance of \$122,981; but a year-to-date positive variance of \$977,210. This positive variance is primarily attributed to the long and heavy winter season we had at the beginning of this year.

"Miscellaneous Revenue" has a positive variance for the month of June of \$1,770,318 which is primarily due to Capital Projects. The activity on our Capital Projects is now in full swing so we expect a positive variance over the next few months and the year-to-date variance to improve as the construction season continues. The year-to-date negative variance in "Miscellaneous Revenue" improved from (\$3,800,188) to (\$3,495,550).

The increase in the above "Miscellaneous Revenue" is offset by a corresponding increase in operating expenses and interdepartmental charges.

240 Fund:

When comparing budget-to-actual results, we planned on using \$611K of reserve funds for year 2013 compared to the estimated actual usage of reserve funds of \$589K which is an improvement from last month. Total county maintenance budget spent to date is 65.54% due to the winter season; however, the Public Works Department is doing better than budgeted in the other maintenance categories and has come in under budget in Surface Maintenance, Trash Pickup, and Traffic Signal Maintenance. This is reflected in the current month positive variance of \$92,954 in County Highway Maintenance. The remaining budget appears to be adequate for the remainder of 2013.

400s-Capital Projects:

For the Highway's Capital Project Funds we are anticipating a fund increase of \$1,156,356, which is primarily attributable to the savings from the projects completed in 2012. Public Works intends to apply \$976K of the savings to future projects to lesson future levy and bonding requirements.

Attached are the June 2013 Budget-to-Actual comparisons for the Highway Division of Public Works. Also, please find a Financial Summary for Road Maintenance through June 30, 2013, which is included in the aforementioned summary.

FACILITIES

As of June 30, we are showing a year to date (YTD) positive variance of \$156,618. Total revenues are on target and total expenses are down by 5%.

Although we have a positive variance in total revenue, "Miscellaneous Revenues" are down by 4% primarily due to the intra-county charges for maintenance and housekeeping at the Community Treatment Center (CTC). This revenue source is down due to reduced service work performed at CTC.

The reduction in Miscellaneous Revenues is offset by a corresponding reduction in personnel costs and operating expenses. The year-to-date interdepartmental charges are also running higher than budgeted and is primarily due to using the Highway Division's Electrician because the Facility Management Division's Electrician (a lower pay classification) was unavailable until May 28. Current month interdepartmental charges actually have a positive variance which is primarily due to the new Facility Management electrician taking over the Facility Management work orders and the year-to-date negative variance should improve with the remaining months of 2013.

Attached are the Budget-to-Actual comparisons through June 30, 2013 for the Facilities Division of Public Works.

STAFFING SUMMARY:

| HIGHWAY DIVISION | | | FACILITIES DIVISION | | |
|------------------|----------------|---------------|------------------------|----------------|---------------|
| | Budgeted FTE's | Actual #FTE's | | Budgeted FTE's | Actual #FTE's |
| Mgmt / Office | 11.2 | 10.5 * | Mgmt / Office | 6.16 | 6.1 ** |
| Electrician | 1 | 1 | Fac Mechanic / Workers | 18 | 17 |
| Engineering | 4 | 4 | Housekeeping | 18.5 | 17.5 |
| Mechanical | 11 | 11 | Electrician | 1 | 1 |
| Laborers | 65 | 61 * | Security | 0.53 | 0 |
| Parks | 1.65 | 0 | Summer Help | 0.46 | 0.46 |
| Summer Help | 4 | 4 | | | |
| TOTAL | 97.85 | 91.5 | TOTAL | 44.65 | 42.06 |

* 4 Full-time Highway Laborers and a 0.7 Clerk Typist II - Unfunded (Per 2013 Budget)

** 0.06 Facility Manager Position eliminated in January 2013.

**BROWN COUNTY PUBLIC WORKS DEPARTMENT
HIGHWAY FINANCIAL SUMMARY
Month Ending June 30, 2013**

660 Fund

| | June 2013 Budget | June 2013 Actual | Variance | YTD Budget | YTD Actual | YTD Variance | Annual Budget | YTD Actual | Percentage |
|---------------------------------------|---------------------|---------------------|----------------|-------------------|------------------|--------------------|-------------------|------------------|------------|
| Intergovernmental Revenue | 251,507 | 128,526 | (122,981) | 1,574,247 | 2,551,457 | 977,210 | 3,400,000 | 2,551,457 | 75% |
| Public Charges | 2,589 | 3,488 | 899 | 16,205 | 29,049 | 12,844 | 35,000 | 29,049 | 83% |
| Miscellaneous Revenue | 1,462,090 | 1,770,318 | 308,228 | 8,772,540 | 5,276,990 | (3,495,550) | 17,545,074 | 5,276,990 | 30% |
| Other Financing Sources-Trans | 50,917 | 50,917 | (0) | 305,502 | 305,500 | (2) | 611,000 | 305,500 | 50% |
| Total Revenues | 1,767,103 | 1,953,248 | 186,145 | 10,668,494 | 8,162,996 | (2,505,498) | 21,591,074 | 8,162,996 | 38% |
| Personnel Cost | 554,782 | 516,982 | (37,800) | 3,328,690 | 3,399,347 | 70,657 | 6,657,380 | 3,399,347 | 51% |
| Operating Expenses | 1,214,861 | 1,403,581 | 188,720 | 7,289,167 | 4,344,127 | (2,945,040) | 14,578,333 | 4,344,127 | 30% |
| Interdepartmental Charges | 29,613 | 36,909 | 7,296 | 177,681 | 185,724 | 8,043 | 355,361 | 185,724 | 52% |
| Other Financing Uses-Trans | - | - | - | - | - | - | - | - | 0% |
| Total Expenses | 1,799,256 | 1,957,472 | 158,216 | 10,795,538 | 7,929,198 | (2,866,340) | 21,591,074 | 7,929,198 | 37% |
| Property Taxes | - | - | - | - | - | - | - | - | 0% |
| Increase (Use) of Fund Balance | (32,153) | (4,224) | 27,929 | (127,044) | 233,798 | 360,842 | - | 233,798 | |

240 Fund

| | June 2013 Budget | June 2013 Actual | Variance | YTD Budget | YTD Actual | YTD Variance | Annual Budget | YTD Actual | Percentage |
|---------------------------------------|---------------------|---------------------|-----------------|--------------------|--------------------|------------------|------------------|--------------------|------------|
| Intergovernmental Revenue | - | - | - | 1,124,855 | 1,124,855 | - | 4,002,000 | 1,124,855 | 28% |
| Property Taxes | 14,583 | 14,583 | 0 | 87,500 | 87,500 | (0) | 175,000 | 87,500 | 50% |
| Total Revenues | 14,583 | 14,583 | 0 | 1,212,355 | 1,212,355 | (0) | 4,177,000 | 1,212,355 | 29% |
| CTH Maintenance | 235,958 | 167,184 | (68,774) | 2,031,623 | 2,487,814 | 456,191 | 3,796,000 | 2,487,814 | 66% |
| Bridge Aid & Hwy Construction | 31,750 | 7,571 | (24,179) | 190,500 | 39,805 | (150,695) | 381,000 | 39,805 | 10% |
| Transfer Out | 50,917 | 50,917 | (0) | 305,500 | 305,500 | - | 611,000 | 305,500 | 50% |
| Total Expenses | 318,625 | 225,672 | (92,953) | 2,527,623 | 2,833,119 | 305,496 | 4,788,000 | 2,833,119 | 59% |
| Increase (Use) of Fund Balance | (304,042) | (211,088) | 92,954 | (1,315,268) | (1,620,764) | (305,496) | (611,000) | (1,620,764) | |

GTA Accrued \$ 906,768
other GTA Areas \$ 124,594
after savings from 660 (228,560)

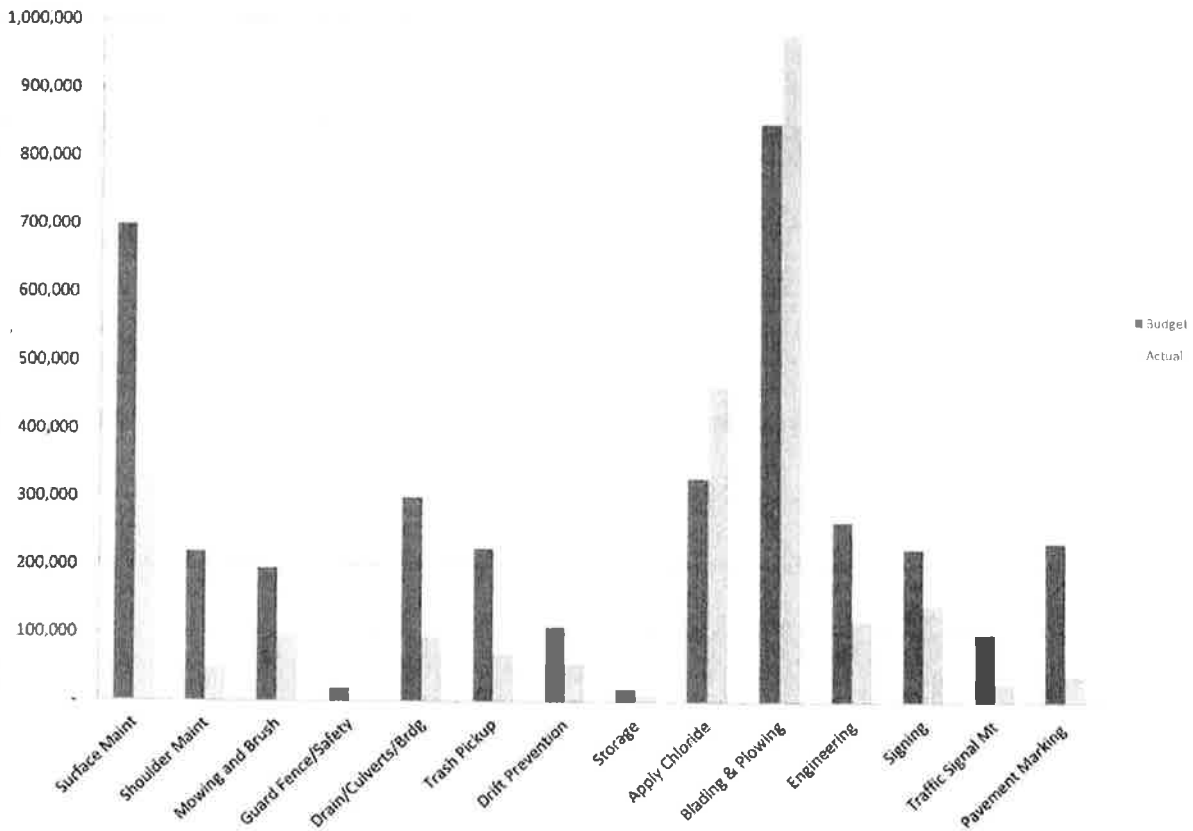
400s--Capital Projects

| | |
|-----------------------------------|---------------------|
| Est CAP PROJ FUND BALANCE 6/30/13 | 10,248,737.83 |
| Add Interest Income | 2,800.97 |
| Less Projects est costs yet | (8,983,306.51) |
| Less Payments To Debt Service | (109,075.29) |
| Estimated Fund Increase | 1,156,356.03 |

**BROWN COUNTY PUBLIC WORKS
ROAD MAINTENANCE BUDGET TO ACTUAL-FUND 240
AS OF 6/30/13**

| | Budget | Actual | Remaining | Percentage Used |
|---------------------|------------------|------------------|------------------|-----------------|
| Surface Maint | 700,000 | 332,120 | 367,880 | 47.45% |
| Shoulder Maint | 220,000 | 49,868 | 170,132 | 22.67% |
| Mowing and Brush | 196,000 | 95,010 | 100,990 | 48.47% |
| Guard Fence/Safety | 20,000 | 1,758 | 18,242 | 8.79% |
| Drain/Culverts/Brdg | 300,000 | 95,029 | 204,971 | 31.68% |
| Trash Pickup | 225,000 | 71,217 | 153,783 | 31.65% |
| Drift Prevention | 110,000 | 57,394 | 52,606 | 52.18% |
| Storage | 20,000 | 10,000 | 10,000 | 50.00% |
| Apply Chloride | 330,000 | 464,103 | (134,103) | 140.64% |
| Blading & Plowing | 850,000 | 980,320 | (130,320) | 115.33% |
| Engineering | 265,000 | 119,779 | 145,221 | 45.20% |
| Signing | 225,000 | 142,642 | 82,358 | 63.40% |
| Traffic Signal Mt | 100,000 | 28,586 | 71,414 | 28.59% |
| Pavement Marking | 235,000 | 39,988 | 195,012 | 17.02% |
| Total | 3,796,000 | 2,487,814 | 1,308,186 | 65.54% |

Budget to Actual-Maintenance



BROWN COUNTY PUBLIC WORKS DEPARTMENT
FACILITIES FINANCIAL SUMMARY-FUND 100
Month Ending June 30, 2013

| | June 2013 Budget | June 2013 Actual | Variance | YTD Budget | YTD Actual | YTD Variance | Annual Budget | YTD Actual | Percentage |
|---------------------------------------|---------------------|---------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------|
| Intergovernmental Revenue | 1,250 | 1,250 | - | 7,500 | 7,500 | - | 15,000 | 7,500 | 50% |
| Public Charges | 54,023 | 53,980 | (43) | 324,139 | 325,722 | 1,583 | 648,277 | 325,722 | 50% |
| Miscellaneous Revenue | 100,370 | 96,218 | (4,152) | 602,218 | 550,857 | (51,361) | 1,204,435 | 550,857 | 46% |
| Other Financing Sources-Trans | - | - | - | 85,637 | 85,637 | - | 85,637 | 85,637 | 0% |
| Total Revenues | 155,643 | 151,448 | (4,195) | 1,019,494 | 969,716 | (49,778) | 1,953,349 | 969,716 | 50% |
| Personnel Cost | 212,860 | 202,151 | (10,709) | 1,277,160 | 1,161,468 | (115,692) | 2,554,319 | 1,161,468 | 45% |
| Operating Expenses | 136,283 | 135,243 | (1,040) | 817,701 | 722,860 | (94,841) | 1,635,401 | 722,860 | 44% |
| Interdepartmental Charges | 7,155 | 3,463 | (3,692) | 42,930 | 57,372 | 14,442 | 85,860 | 57,372 | 67% |
| Outlay | 3,283 | - | (3,283) | 19,695 | 9,390 | (10,305) | 39,390 | 9,390 | 0% |
| Other Financing Uses-Trans | - | - | - | - | - | - | - | - | 0% |
| Total Expenditures | 359,581 | 340,857 | (18,724) | 2,157,486 | 1,951,089 | (206,397) | 4,314,970 | 1,951,089 | 45% |
| Property Taxes | 196,802 | 196,802 | (0) | 1,180,811 | 1,180,811 | (0) | 2,361,621 | 1,180,811 | 50% |
| Increase (Use) of Fund Balance | (7,136) | 7,393 | 14,529 | 42,819 | 199,437 | 156,618 | - | 199,437 | |

**BROWN COUNTY
PUBLIC WORKS DEPARTMENT
Director's Report**

Below are a number of significant items I wish to report on for the Public Works Department as of 6/30/2013:

PROJECT UPDATES.

CTH NN:

This project was completed in June 2013 at a cost of \$835,750 or approximately \$40,820 below budget.

CTH GV:

In addition to all construction activity (except for the concrete), the engineering department provided construction administration and concrete inspection for the mainline concrete pours. Stage 1 construction of this project is one-week ahead of schedule. The traffic should be switched to the new northbound lanes on Monday July 29th. Stage 2 construction will begin soon and is anticipated to run through the end of September/ early October.

CTH ZZ:

Five areas along CTH ZZ, between Clay Street & Meadowlark Road were sliding into the Fox River, threatening the stability & safety of CTH ZZ. This area was monitored daily by engineering staff, including weekends and large rain events to determine if secondary slope failures were present (which could indicate imminent catastrophic failure). A "Wisconsin DNR Individual Chapter 30 Permit" was applied for and an emergency repair request was accepted by the DNR (which allowed Brown County to repair the failing areas along CTH ZZ prior to actually receiving the permit). The work was completed by County forces and "As-Built" plans will be sent in to the DNR. This project was not planned – no levy or bonding was appropriated for the work. Please see attached photos.

CTH EB:

The binder layer was placed on this reconditioning project in June. We now have the permits we need to replace four culvert pipes; and once they are replaced in July, the surface layer can be placed. This project was originally scheduled for 2016 as a full reconstruction project to four-lanes at a cost of \$3.1 million. However, the condition of the roadway was so deteriorated that it was decided to move the project up to 2013 and recondition the two-lane road (at a cost of \$460,000). This moved the project up three years, with a cost savings of \$1 million to Brown County, \$775,000 to Hobart and \$775,000 to Ashwaubenon.

TWELVE-HOUR DAYS.

Highway Division. Report attached indicates employees that have worked 12 hours or more in a single shift for the month of June 2013. This overtime relates to road projects.

Facility Management Division. There were no employees that worked a 12+ hour shift in June 2013.









Public Works - Highway Division
12-Hour Work Days
6/1 - 6/30

| DATE | EMPLOYEE | OPERATION PREFORMED | HOURS WORKED |
|-----------|----------------------|--|--------------|
| 6/3/2013 | Burdeau, Joe | Pave KB | 13.5 |
| 6/3/2013 | Cisler, Mike | Pave KB | 13.5 |
| 6/3/2013 | Duchateau, Mike | Pave KB | 13.5 |
| 6/4/2013 | Burkel, Jim | signing: GV, B, C, county & drainage on EE | 13.25 |
| 6/6/2013 | Holda, Doug | state rubber | 13.25 |
| 6/6/2013 | Ignatowski, Paul | state rubber | 12.75 |
| 6/6/2013 | Sell, Andy | signing on B-15 | 12 |
| 6/10/2013 | Bowers, Taylor | Flag EA | 12 |
| 6/10/2013 | Caelwaerts, Ashley | Flag EA | 12 |
| 6/10/2013 | Peot, Tracy | Pave EA | 12 |
| 6/12/2013 | Holda, Doug | Pave EA, EB mobilization | 12.5 |
| 6/13/2013 | Bastian, Dan | signing | 13.5 |
| 6/13/2013 | Bowers, Taylor | flag EB | 14 |
| 6/13/2013 | Burkel, Jim | signing | 13.5 |
| 6/13/2013 | Curl, Todd | shop | 12 |
| 6/13/2013 | Doucha, Dean | pave EB | 13.25 |
| 6/13/2013 | Drewiske, Jerry | Pave EB | 12.25 |
| 6/13/2013 | Fontaine, Gary | signing | 13.5 |
| 6/13/2013 | Goral, Mike | shop | 12 |
| 6/13/2013 | Holda, Doug | pave EB | 14 |
| 6/13/2013 | Karbon, Dan | pave EB | 13.25 |
| 6/13/2013 | Kielpikowski, Dennis | pave EB | 13.25 |
| 6/13/2013 | Loritz, Nancy | Pave EB, flag EB | 14.5 |
| 6/13/2013 | Peot, Tracy | pave EB | 14.75 |
| 6/13/2013 | Sequin, Scott | Excavate GV, pave EB | 12 |
| 6/13/2013 | Sperberg, Mark | pave EB | 12.25 |
| 6/13/2013 | Sticka, John | pave EB | 13.5 |
| 6/13/2013 | Sweemer, Steve | shop | 12 |
| 6/13/2013 | Tilkens, Todd | pave EB | 13.75 |
| 6/13/2013 | VanDeHei, Jamie | pave EB | 13.5 |
| 6/13/2013 | VandeHey, Thomas | pave EB | 13 |
| 6/13/2013 | VanDenElsen, Joe | pave EB | 12 |
| 6/18/2013 | Burkel, Jim | signing | 14.5 |
| 6/20/2013 | Doucha, Dean | pave KB | 12 |
| 6/20/2013 | Loritz, Nancy | pave KB & evaluation | 12.5 |
| 6/24/2013 | Burkel, Jim | signing | 13.5 |
| 6/26/2013 | Peot, Tracy | pave P | 12 |
| 6/27/2013 | Burkel, Jim | signing | 12.5 |
| 6/27/2013 | Peot, Tracy | Pave P | 12.25 |
| 6/27/2013 | Sticka, John | Pave P | 12.5 |

DEPARTMENT OF ADMINISTRATION

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

BRENT MILLER

PHONE (920) 448-4037 FAX (920) 448-4036 WEB: www.co.brown.wi.us

DIRECTOR

July 16, 2013

TO: Planning, Development and Transportation Committee

FROM: Brent Miller
Director of Administration

SUBJECT: Capital Improvement Plan

Enclosed is your division's section of the 2014 Five-year Capital Improvement Plan for review, recommendation and/or referral back to the Executive Committee before they take action on the complete plan.

This information is for planning purposes only. It does not obligate the County to spend money, but rather provides a snapshot of future projects recommended by the County Executive as well as staff to the Board. The plan will be reviewed on an annual basis, and changes can be made.

Department heads will be asked to attend your meeting to speak to their specific projects. If you have any questions or if I can be of assistance, please contact me at 448-4035.

Enclosure

cc: Troy Streckenbach – County Executive
Tom Miller – Airport Director
Chuck Lamine – PALS Director
Paul VanNoie – Public Works Director
Dean Haen – Port & Solid Waste Director

2014 Capital Project 5-Year Outlook Summary
Planning, Development & Transportation
as of June 26, 2013

Key for Funding Source:

D= Debt Service G=Grants and Aides O = Operating Revenues M = Municipal Funds P = Property Tax GF = General Fund Fund Balance

2014 CAPITAL IMPROVEMENTS PROGRAM - NON BONDING REQUESTS

| DIVISION/ DEPARTMENT | FUNDING SOURCE | DEPT PRIORITY | PROJECT DESCRIPTION | 2014 | 2015 | 2016 | 2017 | 2018 | TOTAL |
|---|-------------------|------------------|--|------------------|------------------|------------------|------------------|------------------|-------------------|
| PLANNING, DEV & TRANS: | | | | | | | | | |
| Airport | O/G | 1 | Federal Inspection Station | 5,372,281 | 1,790,745 | - | - | - | 7,163,026 |
| | O | 2 | Revenue Control Parking Lot System Equipment | 31,800 | 520,900 | - | - | - | 552,700 |
| | O/G | 3 | Design/Construct Taxiway West of 18/36 and Environmental | - | 200,000 | 1,400,000 | - | - | 1,600,000 |
| | O/G | 4 | Design Taxiways A, D-3 & D East of Jet Air | - | - | 250,000 | - | - | 250,000 |
| | O/G | 5 | Design and Construct Taxiway J | - | - | 180,000 | 1,512,347 | - | 1,692,347 |
| | O/G | 6 | Design and Construct West Side Perimeter Road | - | - | 220,000 | 3,099,978 | - | 3,319,978 |
| | O/G | 7 | Design Baggage Claim Area of the Terminal | - | - | 400,000 | - | - | 400,000 |
| | O/G | 8 | Design and Construct Public Parking Rehab | - | - | 150,000 | - | 600,000 | 750,000 |
| | O/G | 9 | Construct Taxiways A & D East of Jet Air | - | - | - | 3,000,000 | - | 3,000,000 |
| | O/G | 10 | Design and Construct Taxiways D & B West of Jet Air/Design and Construct East Air Carrier Ramp Expansion | - | - | - | 300,000 | 2,887,347 | 3,187,347 |
| Planning and Land Services | TIF | 1 | Brown County Research & Technology Park | 2,690,786 | 1,345,393 | 1,345,393 | - | - | 5,381,572 |
| Port and Solid Waste | O | 1 | Recycling Transfer Station Expansion | 300,000 | - | - | - | - | 300,000 |
| Public Works | GF | | Vehicle Storage Addition at Sheriff's Department | 250,000 | - | - | - | - | 250,000 |
| | GF | | Courthouse Copper Dome Replacement | - | 1,680,919 | - | - | - | 1,680,919 |
| | P | 2014-11 | CTH T (CTH R to Cooperstown Rd) - Recondition | 160,000 | - | - | - | - | 160,000 |
| | P | 2014-12 | CTH JJ (CTH QQ to Micolichuk Lane) - Recondition | 325,000 | - | - | - | - | 325,000 |
| | P | 2014-14 | CTH EB (Round-about at Cardinal Lane & Dousman Street) | 20,600 | 20,600 | 20,600 | 20,600 | 20,600 | 103,000 |
| | P | 2014-15 | CTH VK (CTH EB to Wood Lane) - Recondition | 90,000 | - | - | - | - | 90,000 |
| | P | 2015-4 | CTH JJ (CTH 141 to Hazen Rd) - 2" Mill & Overlay | 8,000 | 150,000 | - | - | - | 158,000 |
| | P | 2015-6 | CTH N (CTH P to East County Line) - Recondition | 24,000 | 340,000 | - | - | - | 364,000 |
| | P | 2015-11 | CTH F (Lawrence to Matthew) - Concrete Pavement Repair | - | 250,000 | - | - | - | 250,000 |
| | P | 2015-13 | CTH Z (Town of Morrison) - Box Culvert Replacement | - | 200,000 | 250,000 | - | - | 450,000 |
| | P | 2016-10 | CTH EB (Larsen Rd Intersection) - Recondition | - | - | 400,000 | - | - | 400,000 |
| | P | 2016-12 | CTH EB (CTH 54 to Larsen) - CPR-Concrete Pvmnt Repair | - | - | - | 610,000 | - | 610,000 |
| | P | 2017-4 | CTH J/Lakeview D (Lineville Rd to Harbor Lights Rd) - Recondition | - | - | - | 300,000 | - | 300,000 |
| | P | 2017-6 | CTH HS/Velp (Riverview to Glendale) - CPR Concrete Pavement Repair | - | - | 507,400 | 500,000 | 500,000 | 2,004,800 |
| Preliminary Costs Future Highway Projects | | | | - | 497,400 | 507,400 | 500,000 | 500,000 | 2,004,800 |
| Planning, Development, & Transportation Total - Non-Bonding Requests | | | | 9,272,467 | 6,995,957 | 5,123,393 | 9,342,925 | 4,007,947 | 34,742,689 |

* If the Brown County Jail were to reach full capacity, the cost of a new pod would be roughly \$20 million.

**Brown County
Airport
Budget Status Report
June-13**

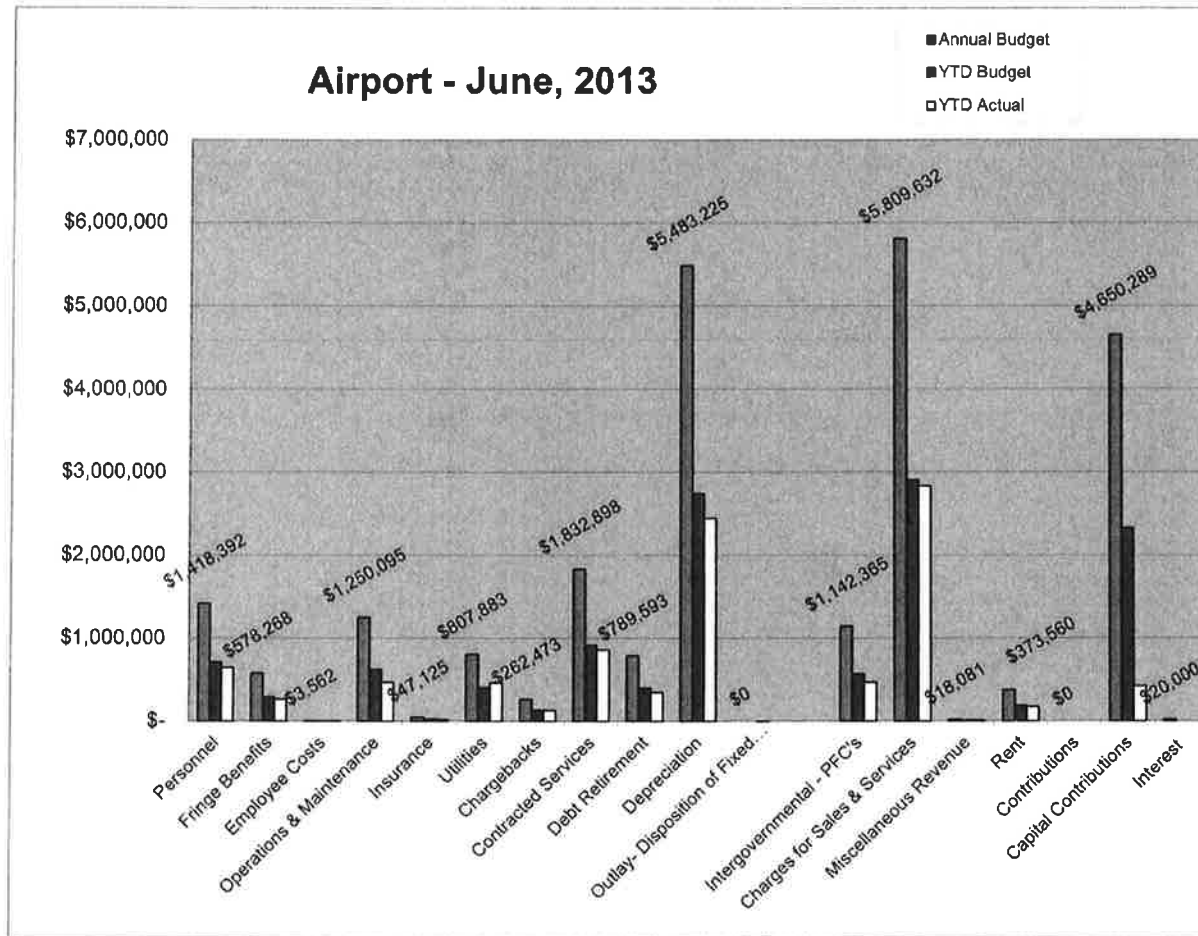
| | Annual Budget | YTD Budget | YTD Actual |
|-------------------------------------|------------------|---------------|---------------|
| Personnel | \$1,418,392 | \$709,196 | \$644,860 |
| Fringe Benefits | \$578,268 | \$289,134 | \$262,072 |
| Employee Costs | \$3,562 | \$1,781 | \$942 |
| Operations & Maintenance | \$1,250,095 | \$625,048 | \$470,107 |
| Insurance | \$47,125 | \$23,563 | \$17,635 |
| Utilities | \$807,883 | \$403,942 | \$462,120 |
| Chargebacks | \$262,473 | \$131,237 | \$129,517 |
| Contracted Services | \$1,832,898 | \$916,449 | \$858,245 |
| Debt Retirement | \$789,593 | \$394,797 | \$346,001 |
| Depreciation | \$5,483,225 | \$2,741,613 | \$2,440,910 |
| Outlay- Disposition of Fixed Assets | \$0 | \$0 | -\$1,779 |
| Intergovernmental - PFC's | \$1,142,365 | \$571,183 | \$468,119 |
| Charges for Sales & Services | \$5,809,632 | \$2,904,816 | \$2,830,846 |
| Miscellaneous Revenue | \$18,081 | \$9,041 | \$8,363 |
| Rent | \$373,560 | \$186,780 | \$171,804 |
| Contributions | \$0 | \$0 | \$0 |
| Capital Contributions | \$4,650,289 | \$2,325,145 | \$420,934 |
| Interest | \$20,000 | \$10,000 | \$11,946 |
| Transfer In Wages | \$0 | \$0 | \$0 |

HIGHLIGHTS

Once again, all expense categories, with the exception of utilities continue to run at or slightly below budget through June. The Hobart and Ashwaubenon Storm Water Tax, will likely show us slightly over budget in that category for the remainder of the year.

Through June, anticipated revenue is running close to budget, except for Capital Contributions, which will lag this year due to the undertaking of fewer than anticipated capital projects in 2013.

| Thru June | Pax On | % (+/-) |
|-----------|---------|---------|
| 2013 | 143,585 | + 0.1% |
| 2012 | 143,414 | |



2014 Capital Project 5-Year Outlook Summary
Planning, Development & Transportation
as of June 26, 2013

Key for Funding Source:

D= Debt Service G=Grants and Aides O = Operating Revenues M = Municipal Funds P = Property Tax GF = General Fund Fund Balance

2014 CAPITAL IMPROVEMENTS PROGRAM - NON BONDING REQUESTS

| DIVISION/ DEPARTMENT | FUNDING SOURCE | DEPT PRIORITY | PROJECT DESCRIPTION | 2014 | 2015 | 2016 | 2017 | 2018 | TOTAL |
|---|-------------------|------------------|--|------------------|------------------|------------------|------------------|------------------|-------------------|
| PLANNING, DEV & TRANS: | | | | | | | | | |
| Airport | O/G | 1 | Federal Inspection Station | 5,372,281 | 1,790,745 | - | - | - | 7,163,026 |
| | O | 2 | Revenue Control Parking Lot System Equipment | 31,800 | 520,900 | - | - | - | 552,700 |
| | O/G | 3 | Design/Construct Taxiway West of 18/36 and Environmental | - | 200,000 | 1,400,000 | - | - | 1,600,000 |
| | O/G | 4 | Design Taxiways A, D-3 & D East of Jet Air | - | - | 250,000 | - | - | 250,000 |
| | O/G | 5 | Design and Construct Taxiway J | - | - | 180,000 | 1,512,347 | - | 1,692,347 |
| | O/G | 6 | Design and Construct West Side Perimeter Road | - | - | 220,000 | 3,099,978 | - | 3,319,978 |
| | O/G | 7 | Design Baggage Claim Area of the Terminal | - | - | 400,000 | - | - | 400,000 |
| | O/G | 8 | Design and Construct Public Parking Rehab | - | - | 150,000 | - | - | 150,000 |
| | O/G | 9 | Construct Taxiways A & D East of Jet Air | - | - | - | 3,000,000 | 600,000 | 3,600,000 |
| | O/G | 10 | Design and Construct Taxiways D & B West of Jet Air/Design and Construct East Air Carrier Ramp Expansion | - | - | - | 300,000 | 2,887,347 | 3,187,347 |
| Planning and Land Services | TIF | 1 | Brown County Research & Technology Park | 2,690,786 | 1,345,393 | 1,345,393 | - | - | 5,381,572 |
| Port and Solid Waste | O | 1 | Recycling Transfer Station Expansion | 300,000 | - | - | - | - | 300,000 |
| Public Works | GF | | Vehicle Storage Addition at Sheriff's Department | 250,000 | - | - | - | - | 250,000 |
| | GF | | Courthouse Copper Dome Replacement | - | 1,680,919 | - | - | - | 1,680,919 |
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| | P | 2014-12 | CTH JJ (CTH QQ to Micolichet Lane) - Recondition | 325,000 | - | - | - | - | 325,000 |
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| | P | 2014-15 | CTH VK (CTH EB to Wood Lane) - Recondition | 90,000 | - | - | - | - | 90,000 |
| | P | 2015-4 | CTH JJ (STH 141 to Hazen Rd) - 2" Mill & Overlay | 8,000 | 150,000 | - | - | - | 158,000 |
| | P | 2015-6 | CTH N (CTH P to East County Line) - Recondition | 24,000 | 340,000 | - | - | - | 364,000 |
| | P | 2015-11 | CTH F (Lawrence to Matthew) - Concrete Pavement Repair | - | 250,000 | - | - | - | 250,000 |
| | P | 2015-13 | CTH Z (Town of Morrison) - Box Culvert Replacement | - | 200,000 | - | - | - | 200,000 |
| | P | 2016-10 | CTH EB (Larsen Rd Intersection) - Recondition | - | - | 250,000 | - | - | 250,000 |
| | P | 2016-12 | CTH EB (STH 54 to Larsen) - CPR-Concrete Pmnt Repair | - | - | 400,000 | - | - | 400,000 |
| | P | 2017-4 | CTH J/Lakeview D (Lineville Rd to Harbor Lights Rd) - Recondition | - | - | - | 610,000 | - | 610,000 |
| | P | 2017-6 | CTH HS/Velp (Riverview to Glendale) - CPR Concrete Pavement Repair | - | - | - | 300,000 | - | 300,000 |
| | P | | Preliminary Costs Future Highway Projects | - | 497,400 | 507,400 | 500,000 | 500,000 | 2,004,800 |
| Planning, Development, & Transportation Total - Non-Bonding Requests | | | | 9,272,467 | 6,995,957 | 5,123,393 | 9,342,925 | 4,007,947 | 34,742,689 |

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Brown County

Planning

Budget Status Report

5/31/2013

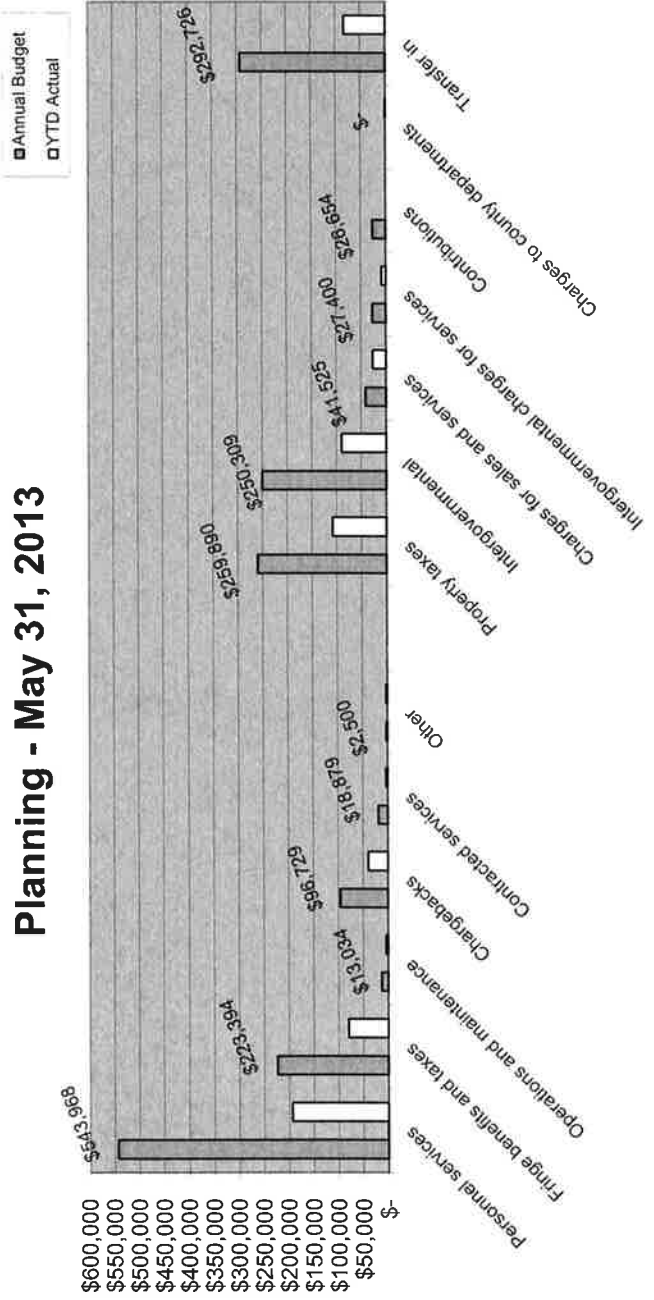
| | Annual Budget | YTD Actual | Percentage |
|--|---------------|------------|------------|
| Personnel services | \$ 543,968 | \$ 193,626 | 35.60% |
| Fringe benefits and taxes | \$ 223,394 | \$ 79,688 | 35.67% |
| Operations and maintenance | \$ 13,034 | \$ 4,273 | 32.78% |
| Chargebacks | \$ 96,729 | \$ 39,140 | 40.46% |
| Contracted services | \$ 18,879 | \$ 3,335 | 17.67% |
| Other | \$ 2,500 | \$ 2,500 | 100.00% |
| Property taxes | \$ 259,890 | \$ 108,287 | 41.67% |
| Intergovernmental | \$ 250,309 | \$ 89,671 | 35.82% |
| Charges for sales and services | \$ 41,525 | \$ 26,312 | 63.36% |
| Intergovernmental charges for services | \$ 27,400 | \$ 8,441 | 30.81% |
| Contributions | \$ 26,654 | \$ - | 0.00% |
| Charges to county departments | \$ - | \$ 120 | NA |
| Transfer in | \$ 292,726 | \$ 82,959 | 28.34% |

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: All categories are at or near expectations.

Planning - May 31, 2013



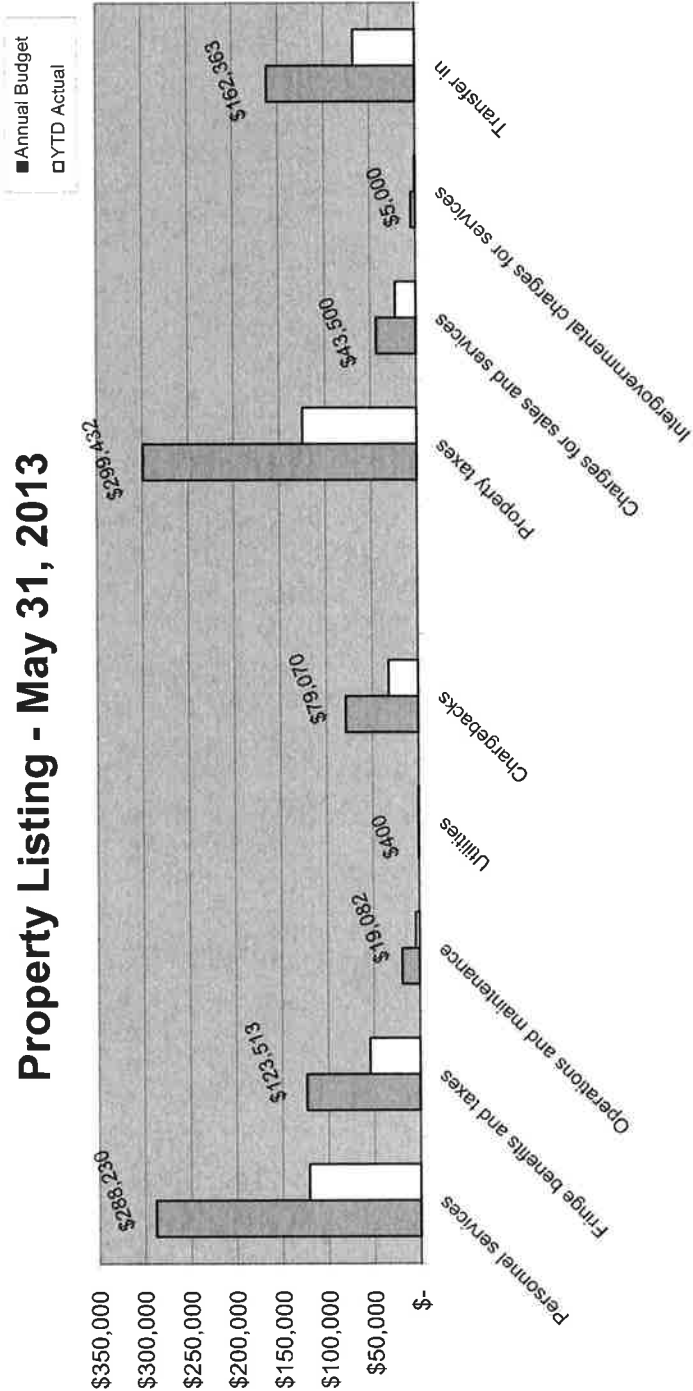
| | Annual Budget | YTD Actual | Percentage |
|--|---------------|------------|------------|
| Personnel services | \$ 288,230 | \$ 121,085 | 42.01% |
| Fringe benefits and taxes | \$ 123,513 | \$ 54,380 | 44.03% |
| Operations and maintenance | \$ 19,082 | \$ 4,008 | 21.00% |
| Utilities | \$ 400 | \$ 73 | 18.25% |
| Chargebacks | \$ 79,070 | \$ 31,909 | 40.36% |
| Property taxes | \$ 299,432 | \$ 124,763 | 41.67% |
| Charges for sales and services | \$ 43,500 | \$ 22,473 | 51.66% |
| Intergovernmental charges for services | \$ 5,000 | \$ 700 | 14.00% |
| Transfer in | \$ 162,363 | \$ 67,651 | 41.67% |

HIGHLIGHTS:

Expenditures: All expenditures are within anticipated levels.

Revenues: All revenues are progressing as anticipated.

Property Listing - May 31, 2013



Brown County

Zoning

Budget Status Report

5/31/2013

| | Annual Budget | YTD Actual | Percentage |
|--|---------------|------------|------------|
| Personnel services | \$ 183,377 | \$ 58,432 | 31.86% |
| Fringe benefits and taxes | \$ 78,344 | \$ 28,894 | 36.88% |
| Operations and maintenance | \$ 13,861 | \$ 3,335 | 24.06% |
| Utilities | \$ 420 | \$ 37 | 8.81% |
| Chargebacks | \$ 57,821 | \$ 23,371 | 40.42% |
| Contracted services | \$ 2,500 | \$ - | 0.00% |
| Other | \$ 100,000 | \$ - | 0.00% |
| Property taxes | \$ - | \$ - | N/A |
| Intergovernmental | \$ 100,000 | \$ - | 0.00% |
| Licenses & permits | \$ 149,652 | \$ 54,531 | 36.44% |
| Charges for sales and services | \$ 173,253 | \$ 174,249 | 100.57% |
| Intergovernmental charges for services | \$ 10,055 | \$ - | 0.00% |
| Charges to county departments | \$ - | \$ 250 | NA |
| Transfer in | \$ 3,363 | \$ - | 0.00% |

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: Permits and public charges are progressing at our anticipated rate.

Zoning - May 31, 2013

